

**ALPHA  
READY-MIX**

PO Box 18984  
Austin, TX 78760

Ph. 512-846-2221  
Fax 512-846-1091

Williamson County Purchasing Department  
Attn: Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626

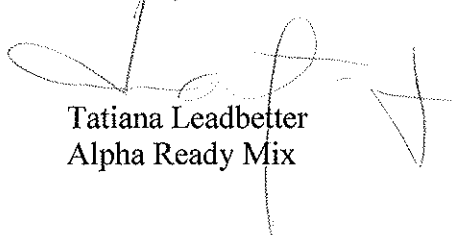
RE: Renewal – Concrete Ready Mix contract # 11WCA005 – secondary vendor

Ms. Hancock:

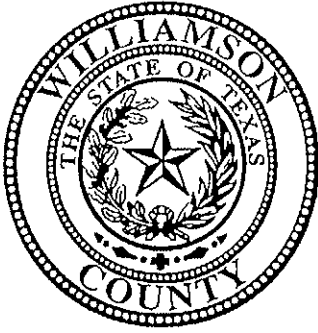
This letter is to inform Williamson County that Alpha Ready Mix wishes to renew our current Concrete Ready Mix contract at the same pricing, terms and conditions as the existing contract.

The renewal period will be for the next fiscal year beginning October 1, 2011 through September 30, 2012.

Sincerely,



Tatiana Leadbetter  
Alpha Ready Mix



**WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP – SUITE 106  
GEORGETOWN, TEXAS 78626**

<http://www.wilco.org/purchasing>

Sept. 16, 2010

Alpha Ready Mix LCC  
212 Investment Loop  
Hutto, TX 78634  
Attn: Tatiana Ledbetter

RE: Proposal/Contract # 11WCA005

Dear Ms. Ledbetter,

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Concrete – Ready Mix primary to Ironhorse Concrete-primary and Ready Mix - secondary to your company for the contract period October 1, 2010 through September 30, 2011. Your contract number is 11WCA005.

The bid tabulation is located on our County web site at the following link: <http://www.wilco.org/purchasing>. Click "All Past Bids" to locate the bid you are interested in.

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1546 or email me at [khancock@wilco.org](mailto:khancock@wilco.org).

Thank you again for your participation.

Sincerely,

*Kerstin Hancock*

Kerstin Hancock  
Assistant Purchasing Agent  
Williamson County

# WILLIAMSON COUNTY BID FORM

## CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

BID NUMBER: 11WCA005

NAME OF BIDDER: Alpha Ready Mix LLC

Mailing Address: 212 Investment Loop  
City: Hutto State: TX Zip: 78034

Email Address: alphareadymix@live.com

Telephone: (512) 846-2221 Fax: (512) 846-1091

Mobile Phone: (512) 844 5156

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Class A, TXDOT Item 421	cubic yard	64.15
2	Class B, TXDOT Item 421	cubic yard	63.25
3	Class C, TXDOT Item 421	cubic yard	68.90
4	Class E, TXDOT Item 421	cubic yard	NA
5	Class S, TXDOT Item 421	cubic yard	68.90
6	Grout, TXDOT Item 421	cubic yard	99.00
7	Flowable Backfill, TXDOT Item 401	cubic yard	59.00
8	Truck Charge After First Hour	hourly rate	75.00

CHECK ONE OF THE FOLLOWING:

☒ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

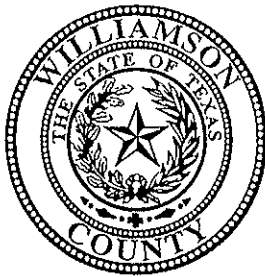
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Signature of Person Authorized to Sign Bid [Signature] Date of Bid: 7-19-2010

Printed Name and Title of Signer: Tatiana Leadbetter

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://wcportals.wilco.org/Procurement/>

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## INVITATION FOR BIDS

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### CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

**BID NUMBER: 11WCA005**

**BIDS MUST BE RECEIVED ON OR BEFORE: JULY 20, 2010 – 9:30 AM**

**BIDS WILL BE PUBLICLY OPENED: JULY 20, 2010– 10:00 AM**

#### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **9:30 am on Tuesday, July 20, 2010**. Bids will be publicly opened at 10:00 am or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are not acceptable.

#### BID REQUIREMENTS

**SUBMITTAL:** An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

**SEALED:** All bids must be returned in a sealed envelope with the bidder's name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder's name, address, bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five  
URS CONCRETE – READY MIX RE-BID

(5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

#### AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** A primary, secondary, and/or tertiary award may be made for this bid. Items may be awarded in total or in part at the sole discretion of the County. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Greg Bergeron, Unified Road and Bridge System Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2010 through September 30, 2011. Possible extensions include:

October 1, 2011 through September 30, 2012  
October 1, 2012 through September 30, 2013

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners' Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months. Any requested price adjustments must follow the economic adjustment clause in the bid documents. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

URS CONCRETE – READY MIX RE-BID

**ECONOMIC ADJUSTMENT:** The awarded Vendor may submit a request for a contract pricing adjustment for approval by the County if the Vendor can show just cause substantiating an adjustment. The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendors profits, labor, or other overhead. The Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will be effective after approval of Commissioner's Court. The original contract pricing will remain unchanged until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources.

Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Thursday, July 15, 2010**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[Khancock@wilco.org](mailto:Khancock@wilco.org)

### **TECHNICAL CONTACT:**

Greg Bergeron  
3151 SE Inner Loop – Suite B  
Georgetown, TX 78626  
(512) 943-3330  
[roads@wilco.org](mailto:roads@wilco.org)

## **MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods

shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2011. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2008 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** 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 practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws

and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

### **WORKERS' COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or

### **BID SPECIFICATIONS**

All items must conform to TxDot standards – item 421, 401.

All items will be ordered on an "As Needed" basis.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, and the overall cost to Williamson County. The County reserves the right to consider deviations from these specifications.

# WILLIAMSON COUNTY BID FORM

## CONCRETE – READY MIX FOR THE WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

**BID NUMBER: 11WCA005**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	Class A, TXDOT Item 421	cubic yard	
2	Class B, TXDOT Item 421	cubic yard	
3	Class C, TXDOT Item 421	cubic yard	
4	Class E, TXDOT Item 421	cubic yard	
5	Class S, TXDOT Item 421	cubic yard	
6	Grout, TXDOT Item 421	cubic yard	
7	Flowable Backfill, TXDOT Item 401	cubic yard	
8	Truck Charge After First Hour	hourly rate	

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Date of Bid: \_\_\_\_\_

Signature of Person Authorized to Sign Bid \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**