



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

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

INVITATION FOR BIDS

RUBBER-ASPHALT CRACK SEALER FOR WILLIAMSON COUNTY

BID NUMBER: 12IFB0003

BIDS MUST BE RECEIVED ON OR BEFORE: NOVEMBER 29, 2011 – 1:30 PM

BIDS WILL BE PUBLICLY OPENED: NOVEMBER 29, 2011 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, November 29, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock – Purchasing, 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: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set **AND** 1 CD with the bid set). The bid set should be marked "original". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. The CD should have the same documents as the original.

SEALED: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the 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 (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. In determining the overall best bid, the County may exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

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, Terron Evertson, Director of Road and Bridge Division, 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 Contract Period is from date of award through December 31, 2012.

Possible extensions include:

January 1, 2013 through September 30, 2014
January 1, 2014 through September 30, 2015

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 Vendor's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer that explains the price adjustment, effective date, and any other details requested by the Purchasing Office.

An adjustment request will be effective after approval of Commissioner's Court. Until then the original contract pricing will remain unchanged. 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 Vendors risk.

Pricing must remain firm for the first three (3) months of the initial contract period. Any price adjustment may not exceed ten (10) % of the previous price.

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 Tuesday, November 22, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below.

PURCHASING CONTACT:

Kerstin Hancock
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1546
khancock@wilco.org

TECHNICAL CONTACT:

J. Terron Evertson, P.E.
3151 SE Inner Loop – Suite B
Georgetown, TX 78626
512-943-3849
tevertson@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 initial contract period. 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.

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

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 or Debbie Frazier, 943-1538.

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, 2006 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>.

The Williamson County Conflict of Interest Statement is located on Page 8 of this Invitation for Bids. This form should be completed, signed, and submitted with your Bid

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 CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the successful bidder's bid, for convenience and without cause or further liability, upon thirty (30) days written notice to the successful bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the successful bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

TERMINATION FOR CAUSE: In the event of breach or default of the terms set out herein or any other additional agreement containing terms necessary to ensure compliance with the successful bidder's bid, County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At County's sole discretion, the successful bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance. This provision shall not constitute a waiver of any right, at law or at equity, or any right set out here-in which the County may also have hereunder if the successful bidder is in breach or default of the terms herein.

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

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services

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.

WORKER'S 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 materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

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BID SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide Class B, Asphalt Rubber Blocks per item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004. All items will be ordered on an "As Needed" basis.

The County is not obligated to purchase any minimum amount.

Testing may be performed at the request of Williamson County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meet specifications, then the cost will be borne by the County.

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.

A primary, secondary, tertiary and/or quaternary award **may** be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

The County will award on a firm price "per unit" basis for a fixed period.
This price must be good from Date of the Award through December 31, 2012

F.O.B. SITES: Williamson County Central Maintenance Facility
Road and Bridge Division
3151 SE Inner Loop, Suite B
Georgetown, TX 78626

Questions regarding this bid must be submitted in writing to Kerstin Hancock at khancock@wilco.org by 5:00PM, Tuesday, November 22, 2011.

All questions and answers will be posted on the Williamson County vendor portal at <http://wilco-online.org/ebids/bids.aspx> as soon as possible.

It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested bidder has obtained any outstanding addenda or additional information.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: The Director of Road and Bridge Division or authorized representative of the Director of Road and Bridge Division

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected in accordance with section, "Sampling, Testing, and Inspection" below.

Material Quality

Correct or remove materials that fail to meet contract requirements or that do not produce satisfactory results. Reimburse the County for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the estimate.

Manufacturer Warranties

Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Sampling, Testing, and Inspection

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern.

Unless otherwise noted, the County will perform testing at its expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States.

Plant Inspection and Testing

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 300 – Asphalts, Oils, and Emulsions

Contractor to provide crack sealer that is Class B, Asphalt Rubber Blocks.

Crack sealer to have grit additive that provides surface friction.

Sample of the material to be provided prior to purchase

WILLIAMSON COUNTY BID FORM

**RUBBER-ASPHALT CRACK SEALER
FOR WILLIAMSON COUNTY**

BID NUMBER: 12IFB0003

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

DESCRIPTION	PRICE PER BOX/65 LBS	PRICE PER PALLET/ 32 BOXES
Rubber-Asphalt Crack Sealer (TxDot item 300.2H Table15)		

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

Date of 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



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

