

Bee County, Texas

Request for Proposal

For Road and Bridge, AC-5 ASPHALT

Bid No: RFP 20/21-009
Due Date: July 16,2021
Due Time: 2:00 P.M.
Opening Date: July 16,2021
Opening Time: 2:15 P.M.
Opening Place: Bee County Auditor's Office
111 S. St. Mary's Suite 101
Beeville, TX 78102
Contact: April A. Cantu
111 S. St. Mary's Suite 101
Beeville, TX 78102

Sealed bids are solicited for AC-5 ASPHALT (HOT) for a one (1) year period beginning August. 2,2021, with three (4) one (1) year renewable options.

Completed bids, original and three (3) copies, must be received in the Bee County's Auditor's office, 111 S. St. Mary's St., Suite 101, Beeville, Texas 78102 no later than 2:00P.M. On July 16,2021.

Designate on the front, bottom left corner of the envelope the following:

RFP :020/21-009
Road and Bridge AC-5 Asphalt(HOT)

Bid responses received after the closing time and date will be returned to the sender unopened. Facsimile (FAX) and electronic (EMAIL) bids are not accepted by Bee County.

Instructions to Bidder

The County reserves the right to withdraw the request for the bids for any reason or to reject any or all bids. The County further reserves the right to accept part or all of any specific bid or bids.

Bids cannot be altered or amended once received by Bee County.

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be Included in the bid price.

All prices quoted by the bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the county or bidder.

All products offered shall be bid F.O.B final destination as noted elsewhere in the request, with all the delivery charges to be prepaid by the bidder. Bidder shall specify date of delivery.

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding the contract.

The successful bidder's rights and duties awarded by the contract may not be assigned to another without written consent of the County's signed by the county's authorized agent. Such consent shall not relieve the assigner of the liability in the event of the default by the assignee.

Should there be a decline in the market price of the commodities provided during this contract, the County shall have the benefit of such decline.

The bid shall be based on, but not necessarily limited to:

- a) Unit price
- b) Total price
- c) Delivery price
- d) Quality and length of warranty
- e) Special needs and requirements of Bee County
- f) Bee County's experience with products bid
- g) Vendor's past performance record with Bee County
- h) Bee County's evaluation of Vendor's ability

The County reserves the right to hold all bids for thirty (30) days before final decision and ordering is made for this purchase.

Any ambiguity in the bid as a result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the County.

The County reserves the right to terminate the contract upon ten (10) days written notice if the vendor fails to perform in a manner deemed acceptable to the County. If the County chooses to terminate the contract, or if the bidder cannot supply the product, the second lowest bidder may be given the opportunity to complete the contract.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All the change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the County.

The County may, by written notice to the successful bidder, cancel this contract without liability to the bidder if it is determined by the County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or its agent or representative to any County official, employee or elected representative with respect to the performance of the contract. In addition, the successful bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

All insurance requirements, including Workmen's Compensation, as outlined in Texas State Statutes shall be met and proof of same be provided to the Bee County Auditor's office before commencing services. Bee County shall be listed as an additional insured throughout the duration of the contract. Payments shall not become due and payable until such certificates have been filled.

Invoices shall be sent directly to the Bee County Auditor's office at:
111 S.St.Mary's suite 101; Beeville, Texas 78102.

Payments are process after the Auditor's office has been notified that the delivery is complete and has been accepted by an authorized representative of Bee County.

BID FORM FOR BEE COUNTY ROAD AND BRIDGE ROAD OIL ASPHALT (HOT)

THIS PAGE TO BE RETURNED WITH YOUR BID

DELIVERY COST:

If Road oil is requested to be delivered to the precinct yards shown below, the delivery cost per gallon is:

MINERAL YARD \$ _____ BEEVILLE YARD \$ _____ SKIDMORE YARD \$ _____

MATERIAL COST (EXCLUSIVE OF DELIVERY):

<u>GRADE</u>	<u>COST PER GALLON</u>
AC-5	\$ _____

REMARKS

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other prior to the official opening of the bid.

Bidders Name _____

Address _____

Telephone _____

Signature _____

Title _____

Please note that this contract is an annual agreement to be continuous until written notice is received with thirty days of the annual termination date from either party.