



**REQUEST FOR BIDS  
BID # 19-01  
VARIOUS ROAD MATERIALS FOR ALL PRECINCTS**

**CLOSE:** 2:00 P.M., December 11, 2018  
**CONTACT:** Raylan Smith, Purchasing Agent | (469) 376-4523

Sealed bids in envelopes marked:

**BID No. 19-01 | CLOSING DECEMBER 11, 2018**  
**PURCHASING AGENT OF KAUFMAN COUNTY**  
**100 N. WASHINGTON | KAUFMAN, TEXAS 75142**  
**[Include the name and address of the Bidder]**

Bids will be publicly opened, December 11, 2018, 2:30 p.m., at the Annex Conference Room located 100 N. Washington, Kaufman, Texas 75142. A tabulation of all bids received will be available, upon request, once tabulation is completed by the Purchasing Department.

Bids are to be submitted in accordance with the Kaufman County specifications and "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as basis for rejection of bid.

Kaufman County Commissioners' Court reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the County.

Bidder shall clearly denote any deviation from specifications outlined in the document. Absence of such comment shall imply compliance with specifications. Failure to deliver or provide items listed in these specifications may result in adjusted payment by buyer.

Name: \_\_\_\_\_ Phone Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_ of the person to contact when release is made from contract.

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**THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICES AS SPECIFIED AT THE PRICES AND TERMS STATED HEREIN, AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND GENERAL CONDITIONS OF BIDDING, ALL OF WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL UNLESS ACCEPTABLE REASON IS PROVIDED, IN WRITING, AND APPROVED BY THE PURCHASING AGENT.**

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Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Telephone Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_ Fax Number: (\_\_\_\_)\_\_\_\_-\_\_\_\_\_

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

Federal I.D. Number / Social Security Number: \_\_\_\_\_

Cash Discount Terms: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Kaufman County Terms & Conditions of Bidding

- 1.) These instructions apply to all quotations, bids, or proposals and shall become a part of the terms and conditions of any quotation / bid / proposal submitted and any contract entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid and accepted by County.
- 2.) Definitions:
  - “Bidder” refers to the submitter.
  - “Vendor” refers to a successful bidder / contractor / service provider.
  - “Submittal” refers to those documents, which must be submitted to Kaufman County by a Bidder.
  - “RFB” refers to Request for Bids
  - “RFQ” refers to Request for Quotations
  - “RFP” refers to a Request for Proposals
- 3.) RFB / RFQ / RFP’s may be submitted to Kaufman County by any of the following means:
  - Hand carried to Kaufman County Purchasing Department located at 100 N. Washington, Kaufman, Texas 75142
  - Mailed to the Kaufman County Purchasing Department at 100 N. Washington, Kaufman, Texas 75142
  - No oral, telephonic, or facsimile bids will be considered or accepted.
- 4.) The time / date stamp clock in the Kaufman County Purchasing Department shall be the official time of receipt for all RFB / RFQ / RFP’s submitted. Any late submittals received in the Kaufman County Purchasing Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.
- 5.) Any interpretations, corrections, or changes to a RFB / RFQ / RFP will be made by written addenda. Sole issuing authority of addendum shall be the Kaufman County Purchasing Agent.
- 6.) Prices shall be firm for a minimum of ninety (90) days from the date of the bid closing. In the case of an estimated requirements contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.
- 7.) Kaufman County is exempt from Federal Excise and State Sales Taxes. Tax must not be included in the bid pricing. Tax exemption certificates will be executed by the County and furnished upon request.
- 8.) RFB / RFQ / RFP’s cannot be altered or amended after the bid closing. Alterations made before the bid closing time must be initialed by the Bidder guaranteeing authenticity. No RFB / RFQ / RFP may be withdrawn after opening time without an acceptable reason, in writing, and with the approval of the Purchasing Agent.
- 9.) In the case of an estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, Kaufman County reserves the right to increase, decrease, or delete any item or items of material to be furnished. The Vendor shall have no claim against the County for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- 10.) RFB / RFQ / RFP’s must be submitted on units of quantity specified, extend and show the total. In the event of discrepancies in extension, the unit prices shall govern.
- 11.) In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the written document.

- 12.) In the case of an annual contract or non-annual contract bid, a clause for an option to renew for an additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both Kaufman County and the Vendor. Either party dissenting will terminate the agreement in accordance with its initial specified term.
- 13.) Kaufman County has included, as part of this document, detailed specifications. Any reference to a model / make and/or manufacturer used in the specifications is for descriptive purposes only and is not intended to be restrictive. Products / materials of like quality will be considered unless specifically excluded.
- 14.) Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the RFB/RFQ/RFP or by attachment. Exception / substitution, if accepted, must meet or exceed specifications stated therein. Kaufman County Commissioners' Court reserves the right to accept or reject any and/or all of the exception(s) / substitution(s) deemed to be in the best interest of the County.
- 15.) Samples, if required, shall be furnished free of expense to the County and if not used or destroyed in examination and testing, will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with the Bidder's name and address and bid number reference. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 16.) All delivery, freight, and packing charges (F.O.B. inside delivery to Kaufman County designated locations) are to be included as part of the RFB/RFQ/RFP price. Kaufman County assumes no liability for goods delivered in a damaged or unacceptable condition. The Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the County of damage.
- 17.) Bonds may be required in accordance with State Statutes and as outlined in the specifications. If required, bid security shall be submitted with the bids. Any bid submitted without a bid bond, payment bond, or cashiers / certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the Purchasing Department prior to commencement of any work pursuant to the agreement provisions.
- 18.) Bid tabulations will be given upon request once tabulations become complete.
- 19.) A prospective bidder must meet the following minimum requirements:
  - Must have adequate financial resources, or the ability to obtain such resources as required;
  - Must be able to comply with the required or proposed delivery / completion schedule;
  - Must have a satisfactory record of performance;
  - Must have a satisfactory record of integrity and ethics;
  - Must be otherwise qualified and eligible to receive an award;
  - Kaufman County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.
- 20.) Kaufman County Commissioners' Court reserves the right to award this contract by one of the following methods. The method selected will be in the best interest of the County, as determined by the Commissioners' Court.
  - To the lowest responsible bidder, bidding all items and meeting all specifications;
  - To the lowest responsible bidder(s) meeting specifications, per line item;
  - If specified, to the low bidder(s) meeting specifications, per category. To qualify for an award of a category, a bidder must bid all items within that category. If all items of a category are not bid by all vendors, award shall be made by one of the other methods listed above.

- 21.) Payment terms are NET 30 unless otherwise specified. Prompt payment discounts may be used by the County in determining the lowest responsible bidder.
- 22.) Quotations MUST show the number of calendar days required to place the materials at the County's receiving department specified under normal conditions. DO NOT quote shipping dates. Consistent failure of a bidder to meet delivery promises without valid reason may cause cancellation of contract and removal from the bidder's list. When delivery delay can be foreseen, the contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Vendor must keep the Purchasing Department advised at all times as the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase the good elsewhere, and charge any increase in cost and handling to the defaulting Vendor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- 23.) Unless otherwise indicated, items provided by Vendor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- 24.) The title and risk of loss of goods shall not pass to Kaufman County until the county actually received and takes possession of the goods at the point(s) of delivery.
- 25.) The place of delivery shall be that set forth in the purchase order. The terms of this contract are "no arrival, no sale".
- 26.) Deliveries will be acceptable only during normal working hours, i.e. 8:00 a.m. – 4:00 p.m., Monday – Friday at designated County receiving departments, unless prior arrangements have been made.
- 27.) The Vendor agrees to indemnify and hold the County harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 28.) The Vendor shall not sell, assign, transfer, or convey this agreement in whole or in part without the prior written consent of the Purchasing Department.
- 29.) The bid number must appear on all correspondence, inquiries, etc., pertaining to the solicitations.
- 30.) Invoices must be submitted by the successful bidder to the County Auditor's Office, 100 N. Washington, Kaufman, Texas 75142. All invoices shall include the purchase order number.
- 31.) Kaufman County reserves the right to enforce the performance of this contract in a 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. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to meet delivery schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the Commissioners' Court to award to the next lowest responsible bidder and charge the full increase in cost and handling to the defaulting successful bidder. It is understood the next lowest responsible bidder must honor, guarantee, and hold firm the price(s) and terms or conditions set forth in their original bid.
- 32.) An RFB/RFQ/RFP, when properly accepted by Kaufman County Commissioners' Court, shall constitute a contract equally binding between the Vendor and Kaufman County.
- 33.) All amendments and/or change orders to the contract will be made in writing by the Kaufman County Purchasing Agent.

- 34.) Kaufman County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability the county, any contract for which funding is not available.
- 35.) Kaufman County shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of the Vendor pursuant to this agreement. The Vendor hereby waives all claims against the County, its officials, agents, employees, and volunteers. (Collectively referred to in this section as "County") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the sole negligence or willful misconduct of County. The Vendor agrees to indemnify and save harmless the County from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and cost of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property arising from the Vendor's performance of services under this agreement or by reason of any act or omission on the part of the Vendor, its officers, directors, servants, agents, employees, representatives, contractors, subcontractors licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to sole negligence of the County). If any action or proceeding shall be brought by or against County in connection with any such liability or claim, the professional, on notice from County, shall defend such action or proceedings at the Vendor's expense, by or through attorneys reasonably satisfactory to County. The Vendor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the Vendor under this agreement. This provision shall survive the termination of this contract.
- 36.) If, by reason of Force Majeure, either party hereto shall be rendered unable to wholly or in part carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure, in writing, to the other party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed here, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 37.) This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Kaufman County, Texas. Venue for any action shall be in State District Court of Kaufman County, Texas.
- 38.) As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Kaufman County and Vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies / services. Kaufman County shall not be held responsible for any orders placed, deliveries made or payment for supplies / services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Is your firm willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions:

\_\_\_\_\_ YES      \_\_\_\_\_ No

## **Kaufman County Terms & Conditions of Bidding**

Contractors providing goods, materials, and services for Kaufman County shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1.) Name the county, its officials, agents, employees, and volunteers as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- 2.) Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.
- 3.) Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Bidder's RFB/RFO/RFP. If the contract is renewed or extended by the County a certificate of insurance shall also be provide to the County prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars.

### **Insurance Requirements**

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, and volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County and be approved before work commences.

Standard Insurance Policies Required:

- A. Commercial & General Liability Policy
- B. Automobile Liability Policy
- C. Worker's Compensation Policy

General Requirements applicable to all policies:

- A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. Claims Made policies will not be accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- E. Upon request, certified copies of all insurance policies shall be furnished to Kaufman County.

1.) COMMERCIAL GENERAL LIABILITY

- A. General Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- B. Kaufman County, its officials, employees, and volunteers are to be added as Additional named Insured to the General Liability policy. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.
- C. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- D. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. Waiver of Subrogation shall be attached to the Certificate of Insurance.

2.) AUTOMOBILE LIABILITY

- A. General Liability Insurance shall be written by a carrier with A:VIII or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily damage and property damage.

3.) WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Compensation Insurance Policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The Worker's Compensation insurance shall include the following terms:

- A. Employer's Liability Limits of \$1,000,000.00 for each accident is required.
- B. Texas Wavier of Our Right to Recover From Others Endorsement shall be included in this policy. (Waiver Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 c (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except, those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

*Certificate of Coverage (certificate) – a copy of certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project – includes the time from the beginning of the work on the project until the Contractor's / Person's work on the project has been completed and accepted by the Commissioner.*

*Persons providing services on the project (Subcontractors in section 406.096 {of the Texas Labor Code}) – includes all persons or entities performing all or part of the services the Contractor has undertaken to*

*perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, and owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. Services include, without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services does not include activities unrelated to the project, such as food / beverage vendors, office supply deliveries, and delivery of portable toilets.*

- B. The Contractor shall provide coverage based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirement of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the Commissioner prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contract must, prior to the end of the coverage period, file a new certificate of coverage with the County showing that coverage has been extended.

The Contractor shall obtain from each person providing service on a project, and provide to the County:

- (1.) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
- (2.) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the County in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts with to provide services on a project to:

- (1.) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2.) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employee of the person providing services on the project, for the duration of the project;



- (3.) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate coverage ends during the duration of the project.
- (4.) Obtain from each other person with whom it contracts, and provide to the Contractor:
  - a. A certificate of coverage, prior to the other person beginning work on the project; and
  - b. A new certificate of coverage, showing extension of coverage, prior to the end of coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5.) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
- (6.) Notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any changes that materially affects the provision of coverage of any person providing services on the project; and
- (7.) Contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificate of coverage to be provided to the person for whom they are providing services.

4.) CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- A. The company is licensed and admitted to do business in the State of Texas
- B. The insurance policies provided by the insurance company are underwritten
- C. All endorsements and insurance coverage according to requirements and instructions contained herein
- D. The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County
- E. Original endorsements affecting coverage required by the section shall be furnished with the certificate of insurance.

5.) COMPLIANCE WITH LAW: The Contractor's work and materials shall comply with all State and Federal laws, Municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable State and Federal laws, Municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

6.) SAFETY PRECAUTIONS at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and the use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Kaufman County Fire Marshal.

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protections of persons, property, and the work as may be necessary.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred,

the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

- 7.) INDEMNITY to the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officials, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connections with the work done by the Contractor under this contract, provided that any such claim, loss, damage, cause of action, suite or liability, is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. The indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- A. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- B. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- C. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims on adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- D. The Contractor shall also be responsible for the removal of all related debris.
- E. The Contractor shall also be responsible for the subcontractors hired by it.
- F. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable Federal, State, or Local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

- 8.) RELEASE: The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officials, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of

them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

#### **Special Provisions for Annual Contracts | Price-Adjustment Clause**

- A. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for an additional one-year period(s) is exercised by Kaufman County, a price adjustment upward may be requested by the Vendor by the application of the formula set in (B) below. The index to be used in the computation of the price adjustment shall be the "All Items Index" item under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Dallas-Fort Worth Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.
- B. The index published for the month of "" shall be used as a base for determining price adjustment(s). The index for the month of **April** shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price **X%** change (the point difference between the base index and the subsequent specified index is divided by the beginning index points, and multiplied by 100) in the index equals amount of price change. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve (12) months between price adjustment for contracts having multiple renewal options.
- C. The Vendor shall submit a written request for price adjustment and such request shall include the new unit price(s) and the basis for the determination.
- D. The aggregate of the increase in any contract unit price shall not exceed 25% of the original unit price.
- E. Upon approval by Kaufman County, the new unit prices will then be firm for the terms of the optional additional contract period or until subsequent price adjustments are approved by Kaufman County.

**Certification and Representations MWBE Status**

\_\_\_\_\_ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNER BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

A copy of the certification from \_\_\_\_\_ is attached.

**\*\* NOTE \*\***

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Kaufman County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

**Certification of Independent Price Determination**

By submission of this bid, the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**BID CERTIFICATION**

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Kaufman County of the bidder’s offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: \_\_\_\_\_

- a Corporation, incorporated under the laws of the State of \_\_\_\_\_
- a Partnership consisting of \_\_\_\_\_
- an Individual trading as \_\_\_\_\_

Having principal offices in the City of \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid attachments are as follows:**

SECTION 1: Asphalt Products

SECTION 2: Crushed Concrete & Crushed Rock

SECTION 3: Oil Sand

SECTION 4: Contract labor for the over laying of existing roads

SECTION 5: Flex base, asphalt millings, and material from stockpiles

SECTION 6: Grade 4 modified rock, Item 302

**Contract Period will be for twelve (12) months upon date of award.**

**Due to multiple delivery locations and product quality and availability, Kaufman County reserves a right to make multiple awards for this contract.**

**Bids will be opened on December 11, 2018 at 2:30 PM at the Annex Conference Room located at 100 N. Washington, Kaufman Texas 75142.**

**Kaufman County reserves the right to utilize any existing or future cooperative purchasing agreements for road materials.**

All locations quoted in this contract will include delivery costs, freight to various locations (County Barns, and/or job sites) within Kaufman County, according to the instructions of the Commission at the time of the order. It is the responsibility of the Vendor to deliver the product by owned or contracted means. County barns are located at the following:

Precinct 1	601 N. Nash, Kaufman, Texas
Precinct 2	FM 741 & FM 2932, Forney, Texas
Precinct 3	287 FM 429, Terrell, Texas
Precinct 4	702 S Dallas, Kemp, Texas

## **Section 1: Annual Contract for Hot Mix & Cold Mix Asphalt**

**GENERAL:** It is the intent of the following specifications to describe cold mix and hot mix asphalt for road construction in Kaufman County. These materials shall conform to the "Texas Department of Transportation (TXDOT) Standard Specifications for Construction of Highways, Streets, and Bridges".

**SPECIFICATIONS:** The cold mix asphalt and hot mix asphalt shall conform to items of the specification as follows:

TXDOT 334 – Cold Mix Asphalt

TXDOT 340 – Hot Mix Asphalt

**TESTING:** The testing shall be performed when requested by Kaufman County anytime during the length of the contract. Testing is to be performed by an independent testing laboratory. 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 Kaufman County.

**MATERIALS:** All materials will be ordered on an "as needed" basis by the Commissioner or his designated employee.

**ALTERNATE:** Kaufman County reserves the right to select and use an alternate contractor in the event of the successful bidder unable to deliver material.

**Section 1: Asphalt Products [Cold Mix & Hot Mix]**

**TXDOT Item 334 Cold Mix Asphalt Type D**

	<b>Quantity</b>	<b>Price</b>
Type D Price Per Ton at Plant Site	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

**TXDOT Item 340 Hot Mix Asphalt Type D**

	<b>Quantity</b>	<b>Price</b>
Type D Price Per Ton at Plant Site	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

Location of Plant Site:

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**Specifications for RAP Material (Recycled Asphalt Product)**

Quantities listed below are estimates only for annual use. Kaufman County shall not be responsible for purchasing less material than what has been estimated. Should one vendor not be able to furnish RAP material in the quantities listed, Kaufman County may choose to award to multiple vendors. Samples of RAP material shall be made available to County Commissioners upon request. Pricing below is to be per ton, delivered to each Precinct.

Description	Estimated Quantity	Unit Price Per Ton	Extension
Road & Bridge Pct 1 Kaufman	5000		
Road & Bridge Pct 2 Kaufman	5000		
Road & Bridge Pct 3 Kaufman	5000		
Road & Bridge Pct 4 Kaufman	5000		

SPECIFY DELIVERY: \_\_\_\_\_ DAYS A.R.O.

Cost per ton for RAP Material picked up at vendor's site: \$\_\_\_\_\_ per ton.

Please list vendor location for material pick up: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section 2: Crushed Rock / Crushed Concrete**

**Material: 1" Utility Rock**

	<b>Quantity</b>	<b>Price</b>
F.O.B.	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

**Material: 1 3/4" Flex Base**

	<b>Quantity</b>	<b>Price</b>
F.O.B.	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

**Material: 3 x 5 Oversize Rock**

	<b>Quantity</b>	<b>Price</b>
F.O.B.	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

**Material: 3" Crushed Concrete**

	<b>Quantity</b>	<b>Price</b>
F.O.B.	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

**Section 3: Oil Sand**

	<b>Quantity</b>	<b>Price</b>
F.O.B.	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

## Section 4: Contract for Labor for Overlaying Asphalt on Existing Roads

### Specifications

Kaufman County is requesting bids for a CONTRACT FOR THE OVERLAYING ON EXISTING COUNTY ROADS as described in the following pages:

This bid is for the following:

- 1.) The equipment and labor to overlay existing roads.

PLACEMENT MUST MEET SPECIFICATIONS IN ACCORDANCE WITH THE LATEST TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES.

Contractor to use Lay-Down Machine to overlay several existing County Roads with material provided by the County for such purposes. The material shall be rolled and compacted with a smooth drum roller. Pre-treatment of the road surface with "Tack" shall be applied prior to the Lay-Down of the Asphalt Material.

The type of Asphalt for the Over-Lay will be HOT MIX 340 (STATE SPECS), unless specified otherwise by the Commissioner at the time of the order of work.

Asphalt material shall be applied on clean surface by an approved type of self-propelled machine, so operated as to distribute the material in the quantity selected, evenly and smoothly, under a pressure necessary for proper distribution. The contractor shall provide all necessary facilities for determining the rate at which it is applied and for securing uniformity at all junctions.

The Contractor will be responsible for the maintenance of the surface until the Commissioner accepts the work. All holed or failures in the Asphalt Surface will be repaired and shall be covered with an approved material in such a manner that the asphalt material will not adhere to or be picked up on wheels of vehicles.

The Contractor shall employ all necessary precautions to prevent injury to person, property, and equipment. Noise shall be kept to a minimum. Signs, barricades, and traffic barrels with warning lights will be provided by the Contractor and used wherever necessary to caution motorists traveling through the construction areas during entire span of time for construction and until the job is complete and accepted as such by the Commissioner or his representative.

- 1.) Desired Depth – 2" compacted unless otherwise specified
- 2.) Desired Width – 18"
- 3.) Desired Length – average 1 mile
- 4.) Performance Bond of \$100,000
- 5.) Equipment Requirements:
  - a. Power Broom
  - b. Tack Coat – pressure pump
  - c. 8-10 Ton Steel Tandem Roller
  - d. Self-powered lay down machine capable of extending to 18" wide
  - e. Lay at least 500 tons a day
- 6.) Labor

**Section 4: Contract for Labor for the Overlaying on Existing Roads**

**BID FORM**

Bid Amount for Labor and Equipment \$ \_\_\_\_\_ per mile.

List any changes that are not included in the bid price above:

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**Alternate Item**

Bid amount for labor and equipment including road material \$ \_\_\_\_\_ per mile.

**Section 5: Purchase of Flex Base, Asphalt Millings & Material from Stockpile**

Kaufman County is seeking material from contractors, doing TxDOT highway projects within Kaufman County. Materials will include Flex Base, Asphalt Millings, and Material from stockpiles.

**Pricing Section:**

Cost per ton for asphalt millings hauled directly from milling machine

\_\_\_\_\_ per ton    Jobsite Location: \_\_\_\_\_

Cost per ton for asphalt millings from stockpile

\_\_\_\_\_ per ton    Jobsite Location: \_\_\_\_\_

Cost per ton for flex base from stockpile

\_\_\_\_\_ per ton    Jobsite Location: \_\_\_\_\_

**Section 6: Grade 4 Modified Rock, Item 302**

**Material: Grade 4 Modified Rock, Item 302**

	<b>Quantity</b>	<b>Price</b>
F.O.B. Vendor Location / Site	Per ton	\$
Pct 1 Delivered	Per ton	\$
Pct 2 Delivered	Per ton	\$
Pct 3 Delivered	Per ton	\$
Pct 4 Delivered	Per ton	\$

Vendor Site / Location:

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