Vulcan

INVITATION TO BID
VARIOUS AGGREGATE AND
OTHER ROAD MATERIALS

BRAZOS COUNTY PURCHASING DEPT
200 South Texas Ave, Suite 352
Bryan, Texas 77803
Telephone (979) 361-4294

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas until **2:00 p.m., Wednesday, June 1, 2016 ,** at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a one (1) year period beginning **June 30, 2016 through June 29, 2017** in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
   a. **BRAZOS COUNTY** - Same as County.
   b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
   c. **CONTRACT** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
   d. **CONTRACTOR** - The successful Bidder(s) of this bid request.
   e. **COUNTY** - The government of Brazos County, Texas and its authorized representative.
   f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
   g. **SUPPLIER** - Same as Contractor.

2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Brazos County and the successful bidder for the period designated.

3. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.

6. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.

7. Bidder must include Tax Identification Number for the bid to be valid.

8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.

9. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.

10. The bid award shall be based on, but not necessarily limited to, the following factors:
    a. Unit price
    b. Extended price
    c. Special needs and requirements of Brazos County
    d. Results of testing samples (if required by Brazos County)
    e. Delivery
    f. References
    g. Brazos County's experience with products bid
    h. Vendor's past performance record with Brazos County.

11. Although the cost of products to be provided is an essential part of the Bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be the best value to Brazos County.

12. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

13. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled and the bidder barred from quoting in future bids.

17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

18. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.

19. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.

20. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

21. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley Online Bidding System (www.brazosbid.cstx.gov) after bid award by Commissioner's Court.

22. Brazos County reserves the right to extend this contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

23. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.

24. Three (3) references are to be provided by bidder. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.

25. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.

26. In order to insure the safety of the public, the Contractor shall coordinate all work or deliveries with the Road and Bridge Department.

27. Any Subcontracting must be approved prior to commencement of the contract by the County Engineer and Brazos County.

28. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

29. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents, and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages of the items listed in the bid. If notation of substitution in not made, it is assumed the vendor is bidding the item specified.

30. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

31. In the event the Supplier is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.

32. The successful vendor should submit itemized invoices with clearly marked remittance copies to the following address;

    ATTN: Auditors
    200 South Texas Ave, Suite 218
    Bryan, TX 77803

    Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

33. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Brazos County Purchasing Department-(979)361-4290.

34. Upon acceptance of a purchase order for any commodity or materials purchased by Brazos County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales franchise disputes.

35. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.

36. Potential Vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

37. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

C. SPECIAL PROVISIONS

1. All deliveries are to be made F.O.B. Brazos County Road and Bridge Department, during regular working days, and between the hours of 7:30 A.M. and 5:00 P.M. Monday through Thursday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours.

2. Vendor will be required to notify the County Engineer's Office in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Brazos County shall have the right to refuse acceptance of the order.

3. Vendor will be required to deliver to Brazos County Road and Bridge Department or job site in Brazos County when and where requested and remain on the job with truck and operator as long as required to completely place load.

4. Brazos County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.

5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).

6. Any Vendor vehicles traveling on County roads will not exceed its legal gross weight.

D. INSURANCE REQUIREMENTS

The Bidder shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.

2. The Bidder shall furnish and keep in full force the following insurance during the term of this Contract:

   a. Statutory Workmen's Compensation and 1,000,000 Employer's Liability Insurance with waiver of subrogation.
   b. General Liability with limits for bodily injury and for property damages of not less than $2,000,000 aggregate, 1,000,000 each occurrence with Brazos County named as an additional insured.
   c. Comprehensive Automotive Liability with $1,000,000 CSL for Bodily Injury and Property Damage Liability.
   d. Cargo Insurance to sufficiently cover materials transported.

3. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Bidder receives notification of award.

4. The Vendor agrees to hold harmless Brazos County from any and all claims and liability due to the acts of the Vendor's employees and the operation of his equipment. The Vendor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Vendor's employees' activities. Further, the Vendor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Vendor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the vendor or Brazos County.

E. REFERENCES

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Bidders are not allowed to use Brazos County as a reference.

Company/Entity: Bexar County

Contact: MaryAnn Carrizales

Phone: 210-335-2211

Email: _____

Company/Entity: Medina County

Contact: Jennifer Adlong, Admin. Asst

Phone: 830-741-6020

Email: _____

Company/Entity: Atascosa County

Contact: Ray Samson, County Auditor

Phone: _____

Email: _____

F. SPECIFICATIONS

1. Unless otherwise specified, when order is placed all items in this bid shall meet or exceed Texas State Department of Highways and Public Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest Edition. Each type and grade may be subject to "Quality" testing and acceptance by Brazos County.

2. Vendor will be required and responsible for maintaining proper permits to operate on Brazos County roads and/or property.

3. Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid and labeled as such.

4. **This applies to rail delivery only.** Due to rapidly fluctuating costs associated with rail delivery of Aggregate Products, this bid can be reviewed quarterly. After the first 60 days of each quarter, the Primary and Secondary Vendor(s), if applicable, along with Brazos County, will evaluate the awarded bid price. Vendor will be responsible for initiating any change in price and providing proof of the increase in cost. If the pricing is still agreeable to the vendor(s) and/or Brazos County, the bid will continue to be in place for the following quarter. If the pricing is not acceptable by either the vendor(s) or Brazos County, the contract will be cancelled and the items will be listed for bid again. At any given time, a price may be set for the duration of this bid upon agreement between the Primary and Secondary Vendors and Brazos County.

5. All pricing given that does not have rail delivery will remain firm for the term of this contract.

6. **SPECIFICATIONS FOR CEMENT STABILIZED SAND**
   a. CEMENT - Type I Portland Cement conforming to ASTM C150.
   b. SAND - Clean durable sand meeting grading requirements for fine aggregates of ASTM C33, and the following requirements:
      1) Classified as SW, SP, or SM by the United Soil Classification System of ASTM D2487.
      2) Deleterious materials:
         a.) Clay lumps, ASTM C142; less than 0.5 percent.
         b.) Lightweight pieces, ASTM C123; less than 5.0 percent.
         c.) Organic impurities, ASTM C40; color no darker than standard color.
         d.) Plasticity index of 4 or less when tested in accordance with ASTM D4318.

   c. WATER - Potable water, free of oils, acids, alkalis, organic matter, or other deleterious substances, meeting requirements of ASTM C94.

   d. TESTING REQUIREMENTS
      1) Mixing plant inspections may be performed periodically. Material samples shall be collected and tested for change in material characteristics.
      2) Random samples of delivered product will be taken in the field at point of delivery for each day of placement in the work area. Specimens will be prepared in accordance with ASTM D1632 and tested for compressive strength in accordance with ASTM D1633.
      3) The cement content may be tested at the discretion of the City.
      4) DESIGN REQUIREMENTS: Design sand-cement mixture to produce a minimum unconfined compressive strength of 50 pounds per square inch in 48 hours and 100 pounds per square inch in 7 days when compacted to 95% in accordance to ASTM

D558 and when cured in accordance with ASTM D1632, and tested in accordance with ASTM D1633. Mix for general use shall contain a minimum of 1-½ sacks of cement per cubic yard. Compact mix with moisture content between 0% to 2% above optimum. **The maximum compressive strength in 7 days shall be 400 psi.** Brazos County will not pay for any materials that do not meet the minimum compressive strength requirements or any materials that exceed the maximum compressive strength requirements.

e. MIXING:
   1) Thoroughly mix sand, cement, and water in proportions specified by the Design Requirements using a pugmill-type mixer. The plant shall be equipped with automatic weight controls to ensure correct mix proportions.
   2) Stamp batch ticket at plant with time of loading directly after mixing. Material not placed and compacted within 4 hours after mixing shall be rejected.

7. **SPECIFICATIONS FOR 1 ½ BACKFILL AGGREGATE (LIMESTONE)**
   a. Provide a material of specified size meeting requirements for use in a TXDOT item 247 Grade 1, Type A Flexible Base

8. **SPECIFICATIONS FOR 1 ½ CONCRETE AGGREGATE (CRUSHED CONTRETE)**
   a. Provide and material of specified size meeting requirements for use in the TXDOT item 247 Grade 1, Type D Flexible Base

G. QUOTATIONS

The following quantities are estimates of our anticipated purchases and will be used for tabulation purposes only. The specified estimates are not guaranteed minimums. Fill in the blanks with unit prices that are firm for the entire period of this contract. All unit prices are to include all delivery charges to Brazos County jobsites, including freight and pumping charges.

The designation of "80,000# Yard" will be delivered to the Road and Bridge yard on Highway 21 in Bryan. The designation of "80,000 # AWIC" will include charges to deliver the material anywhere in the County.

The designation of "58,420 # AWIC" are loads to be delivered in small dump trucks, not tractor-trailers; and will include charges to deliver the material anywhere in the County. Some sites do not have adequate space to turn around or do not allow for safe backing to the dump site.

LOADED AND HAULED - F.O.B. BRAZOS COUNTY (PRICE PER TON)

Base			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
1	30,000	Flex Base - Item 247, Type A, Grade 1				N/B
		Product Name				
		Product Number				
2	30,000	Flex Base - Item 247, Type A, Grade 2				N/B
		Product Name				
		Product Number				
3	20,000	Flex Base - Item 247, Type D, Grade 1				N/B
		Product Name				
		Product Number				
4	10,000	Cem Treated Base (Plant Mix) - Item 276, Class M, Type A, Grade 1-2			N/B	
		Product Name				
		Product Number				

Cold Mix / Asphalt Patch Materials			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
5	5,000	TxDOT 330 Type I, Grade AA, Course Base	[redacted]			$80.00
		Product Name				
		Product Number				
6	4,000	TxDOT 330 Type I, Grade CC, Medium Surface	[redacted]			$82.00
		Product Name				
		Product Number				
7	4,000	TxDOT 330 Type II, Grade CS, Medium Surface	[redacted]			$82.00
		Product Name				
		Product Number				
8	5,000	DMS 9202, Asphaltic Concrete, Patching Material (Stockpile Storage), MEETING ARTICLE 9202.3.A.7 "All Season Pre-Coated Patching Mixture (ASPPM)", SAC- B or Better		[redacted]		N/B
		Product Name				
		Product Number				

Surface Aggregates			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
9	1,000	Aggregate Tx DOT Item 302, Type D, Grade 3 SAC-B (Limestone)	[redacted]			N/B
		Product Name				
		Product Number				
10	5,000	Aggregate TxDOT Item 302, Type D Grade 4 SAC-B (Limestone)	[redacted]			N/B
		Product Name				
		Product Number				
11	500	Aggregate TxDOT Item 302, Type PD Grade 4 SAC-B (Precoated Limestone)	[redacted]			N/B
		Product Name				
		Product Number				
12	1,000	Aggregate Tx DOT Item 302, Type D, Grade 5 SAC-B (Limestone)	[redacted]			N/B
		Product Name				
		Product Number				
13	1,500	Aggregate Tx DOT Item 302, Type L, Grade 4	[redacted]			N/B
		Product Name				
		Product Number				
14	500	Aggregate Tx DOT Item 302, Type E, Grade 5 Traprock of various fine grained, dense, dark-colored, non-granite, igneous rock	[redacted]			$39.19
		Product Name				
		Product Number				

Various Materials			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
15	3,000	1 1/2" Limestone Backfill Aggregate	[redacted]			N/B
		Product Name				
		Product Number				
16	3,000	1 1/2" Crushed Concrete Aggregate (no steel)	[redacted]			N/B
		Product Name				
		Product Number				
17	2,000	Limestone Screenings	[redacted]			N/B
		Product Name				
		Product Number				
18	2,000	Oversize Aggregate - 2 x 3	[redacted]			N/B
		Product Name				
		Product Number				
19	2,000	Oversize Aggregate - 3 x 5	[redacted]			N/B
		Product Name				
		Product Number				
20	2,000	Washed Concrete Sand	[redacted]			N/B
		Product Name				
		Product Number				
21	3,000	Cement Stabilized Sand – See Specifications on Page 8-9 of bid			N/B	[redacted]
		Product Name				
		Product Number				

Rip Rap			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
22	2,000	Riprap - TxDOT Item 432, Type F	[redacted]			N/B
		Product Name				
		Product Number				
23	2,000	Riprap - TxDOT Item 432, Type R	[redacted]			N/B
		Product Name				
		Product Number				
24	2,000	Riprap - TxDOT Item 432, Common	[redacted]			N/B
		Product Name				
		Product Number				

25	Specific location of vendors plant	Uvalde, TX - AA, CC, CS Knippa, TX - GRS
26	Delivery time after receipt of purchase order	5 days
27	Contact person & phone number at plant	Gary Eagle 830-278-6205
28	Directions to plant	Dabney, TX - 23 miles West of Uvalde, TX
29	Number of Trucks and size owned by vendor	
30	Describe any agreements that vendor has in place to insure ability to perform the specified work in the bid	has supplied material to Brazos County in the past

H. CERTIFICATION OF BID

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

SIGNED BY: _____

TYPED NAME: Oscar Benavides TITLE: Sales Mgr.

COMPANY NAME: Vulcan Construction Materials LLC

PHONE: 210-524-3567

MAILING ADDRESS: P.O. Box 791550
P.O. Box or Street

San Antonio TX 78279
City State Zip

EMAIL ADDRESS: benavidesO@vmcmail.com

VENDOR TAX IDENTIFICATION NUMBER: 63-1211833

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF BID REQUEST NO. 2016-172

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By signing below, Brazos County agrees that this bid, 2016-172, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Brazos County Commissioner's Court_____

Date_____

Attest:

Brazos County Clerk_____