



INVITATION FOR BIDS

CONCRETE

OPENING DATE: 2 PM – THURSDAY, MAY 28, 2009

BID NUMBER 09-3610

JULY 1, 2009 – JUNE 30, 2010

Sealed bids, subject to the bid documents hereto attached, for CONCRETE, are being accepted.

By submitting a bid, vendor hereby agrees to all of the terms and conditions of the bid documents, and to all terms and conditions of the contract.

THIS CONTRACT IS FOR A ONE (1) YEAR PERIOD WITH A SECOND YEAR OPTION.

VENDOR IDENTIFICATION

Legal Name of Contracting Company

Federal I.D. # (Company or Corporation)

Social Security # (Individual)

Telephone Number

Facsimile Number

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address

City & State

Zip

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

BID SUBMISSIONS

DEADLINE: Bids must be received at the address stated below prior to **2:00 pm on Thursday, May 28, 2009.**
Late bids will not be accepted under any circumstances!

OFFICIAL TIME CLOCK: The time-date stamp located at the reception desk on the second floor of the County Administration Building (307 W. Court, Suite 200, Seguin, Texas) will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of bids. Closing time will be strictly enforced.

LATE BIDS: Bids received after submission deadline will not be opened and will be considered void and unacceptable and will be returned to the bidder unopened.

Guadalupe County is not responsible for lateness of mail, courier service, etc. and time/date stamp clock located at the receptionist's desk at the County Administration building (307 W. Court, 2nd Floor) shall be the official time of receipt.

ADDRESS: Sealed bids may be hand-delivered or mailed to County Judge Mike Wiggins, Guadalupe County, 307 W. Court, Suite 200, Seguin, Texas 78155.

BID OPENING:
Thursday, May 28, 2009
Guadalupe County Commissioners Courtroom
307 W. Court, Suite 200
Seguin, Texas 78155

Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom, 2nd floor of the Guadalupe County Administration Building which is located at 307 W. Court, Seguin, Texas 78155.

SCHEDULE OF EVENTS:

- Tuesday, May 12, 2009: Bid packets will be available to prospective bidders.
- Thursday, May 28, 2009: Bids will be opened and read at 2:00p.m.
- Tuesday, June 2, 2009: Recommendation and Award of contract presented to Commissioner's Court. Successful bidder will be notified of Contract Award by letter from the County Auditor's Office.

SUBMITTAL: Completed Bids, original and one (1) copy, must be in a sealed envelope clearly marked with "CONCRETE", "BID NUMBER 09-3610", and "MAY 28, 2009 at 2 PM" written in the lower left-hand corner of the envelope containing the bid.

METHODS: 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. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF BID

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

TAX EXEMPT STATUS: GUADALUPE County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

BID REQUIREMENTS

COMPLETED BID: A completed bid means an original bid and one (1) copy must be submitted of each of the following: Vendor Identification (page 1), Bid Submission Form (page 8), Contract page (page 9), Affidavit (page 10), Conflict of Interest Questionnaire (page 11 & 12).

Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge, Guadalupe County.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced. All bid submissions must be typed or printed in ink. Faxed bids will not be accepted.

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

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Guadalupe County's interpretation shall govern.

LATE BIDS

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

RESPONSIBILITY

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed delivery schedule,
3. Have a satisfactory record of performance, and
4. Be otherwise qualified and eligible to receive an award.

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

AWARD

CONTRACT PERIOD: This contract is for the period from July 1, 2009 through June 30, 2010 and may be extended for one (1) additional year (through June 30, 2011).

FUNDING OUT CLAUSE: Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for **Concrete**. If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase **Concrete**.

CONTRACT AWARD: Criteria utilized by Guadalupe County for determining the lowest responsible bidder includes, but is not limited to, whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

reasonably be asserted as being relevant to successful performance.

Guadalupe County does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in the employment or provision of services or awarding of contracts.

SALES TAX

Guadalupe County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

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

Vendors are not authorized to officially begin work or make delivery until a contract, signed by the County Judge, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and/or delivered without proper authorization.

REJECTION OR ACCEPTANCE: It is understood that the Commissioners Court of Guadalupe 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 Guadalupe County.

CONTRACT ADMINISTRATION: Under this contract, Larry Timmermann, Road and Bridge Administrator, Guadalupe 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 Guadalupe County Commissioner's Court and the successful bidder.

FORCE MAJURE: Neither party shall be responsible for delays caused by "Acts of God," non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

TERMS AND CONDITIONS

TAX EXEMPT STATUS

Guadalupe County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

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 contract per the bid document. Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

DISCLOSURE REQUIREMENTS: In accordance with Local Government Code §176.004, all prospective bidders **shall complete the conflict of interest questionnaire and submit it with their bid.**

(The Texas Legislature passed House Bill 914 during the 2005 legislative session, which requires the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176.)

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

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

CONFLICT OF INTEREST: No public official or employee shall have interest in this contract in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171. Further, the County's public officials, employees, and agents shall be prohibited from participating in the selection, award or administration of this contract or third party contract or sub-award of this contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) a public official, employee, or agent; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.

The County's public officials and employees are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from vendors, or parties to any sub-agreements resulting from this contract.

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

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

CANCELLATION OF CONTRACT: Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Larry Timmermann, Road and Bridge Administrator, Guadalupe County, 2605 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

This contract will be immediately canceled if it is found by the Commissioner's Court that its continued performance endangers the citizens, personnel, property of Guadalupe County, or the environment.

INSURANCE: All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract. Certification of such coverage must be provided to the County upon request.

START OF WORK: Vendors are not authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and / or delivered without proper authorization.

INVOICING: Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items/services, whichever is later.

Invoices must be itemized. A packing list or invoice shall accompany each shipment and shall show:

- Name and address of vendor
- Name of receiving department
- Guadalupe County Purchase Order Number
- Date of delivery
- Description of item(s) shipped, including product code number, quantities, number of containers and package number, if any
- Signature of County employee accepting delivery

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-4188 ext. 370 or ext. 371.

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

ASSIGNMENT OF CONTRACT: The successful vendor may not assign, sell, or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

APPLICABLE LAWS: Vendor MUST COMPLY with all federal, state, county, and local laws.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

NON-COLLUSION: The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

ANTI-TRUST LAWS: The Vendor hereby assigns to the County any and all claims for overcharges associated with this contract which arises under the anti-trust laws of the United States, 15, USCA section I et seq, and which arise under the anti-trust laws of the State of Texas, Tex. Bus. & Com. Code, section 15.1. et seq.

COST DISCUSSIONS: Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any bidder with any employee or authorized representative of the County involving cost information may result in rejection of said bid.

NON-DISCRIMINATION: The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability.

BID SUBMISSION FORM

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid - changes shall not be made to the Bid Form. Alterations to this bid form may be cause for rejection.

WAIVER OF SUBROGATION: By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

QUESTIONS REGARDING BID DOCUMENTS:

Questions concerning this bid should be directed to the Road and Bridge Administrator, Larry Timmermann, at 830-303-4188 ext. 270.

The County of Guadalupe does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

GUADALUPE 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.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

SPECIFICATIONS

Guadalupe County is requesting bids for **concrete** for the Road & Bridge Department.

BID ITEMS: The items bid are 2,000 PSI; 2,500 PSI; 3,000 PSI; 5-sack grout; 6-sack grout concrete.

DELIVERIES: Deliveries must be made within twenty-four (24) hours after an order is placed. Concrete will be delivered to locations throughout Guadalupe County. Orders will be placed Monday through Thursday for delivery Tuesday through Friday. If the vendor is unable to deliver the requested items within the delivery time specified in this contract, Guadalupe County reserves the right to purchase them from another supplier and, at its option, to either recover from the vendor as liquidated damages or offset against the price due for concrete subsequently supplied by the vendor any amount by which the cost of such substituted concrete exceeds the contract price which would have been applicable, together with the cost of any incidental expenses reasonably incurred by the County in making such substituted purchase(s) and the amount of any consequential damages allowed by law.

NOTIFICATION OF DELIVERIES: Guadalupe County requires that vendor notify Guadalupe County Road & Bridge Department, Central Office, at 830-379-9721 or 830-303-4188, ext. 269, at least one hour prior to each delivery at each location. **Off loading SHALL NOT take place unless a county employee is on site to accept delivery.**

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

TERM OF CONTRACT: Successful vendor(s) will be awarded a twelve (12) month contract and may be extended for one additional year (through June 30, 2011), subject to second year funding by Guadalupe County Commissioners Court. Prices shall be all inclusive. No price qualifications will be honored during the course of this contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. **BID PRICES SHALL REMAIN FIXED THROUGHOUT THE DURATION OF THIS CONTRACT.**

QUANTITIES: Exact quantities of each type of concrete to be purchased under this contract are not known.

CONCRETE SPILLS: Extreme care must be taken by the contractor to avoid concrete spills. The truck must be attended at all times during off loading. Any costs incurred as a result of concrete spills due to negligence on the part of the contractor, its agents or employees, or due to equipment malfunction, will be borne by the contractor and may be grounds for termination of the contract, at Guadalupe County's option.

HAZARDOUS COMMUNICATION ACT / TEXAS RIGHT TO KNOW ACT: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a contractor must provide the county material safety data sheets as is applicable to hazardous substances defined in the act. Contractors are obligated to maintain a current, updated file in the Guadalupe County Road & Bridge Department. Failure of the vendor to maintain such a file, will be cause to reject any bid applying thereto.

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

BID SUBMISSION FORM

I, the undersigned, do hereby submit a bid to supply Concrete to Guadalupe County for the period beginning July 1, 2009 and ending June 30, 2010, as per the attached bid specifications:

<u>PRODUCT BID</u>	<u>PRICE PER YARD</u>
2,000 PSI	\$_____
2,500 PSI	\$_____
3,000 PSI	\$_____
5 SACK GROUT	\$_____
6 SACK GROUT	\$_____

DO NOT INCLUDE TAX IN THE BID PRICE FOR CONCRETE. BID ONLY THE PRICE OF THE PRODUCT.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to submit this bid, 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 bidder prior to the official opening of this bid.

Signature of individual authorized to represent bidding firm

Printed name of individual authorized to represent bidding firm

Title of individual authorized to represent bidding firm

Name of bidding firm

Date

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**



ANNUAL CONTRACT

The undersigned agrees, if this bid is accepted, to provide concrete in accordance with the requirements set forth in this bid document.

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

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents 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 bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Contract: Date

Printed Name and Title of Signer: _____

Name of Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Telephone: _____ Fax: _____

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract for the concrete with _____ for the period between July 1, 2009, and June 30, 2010 in accordance with the requirements set forth in the bid specifications.

PASSED THIS _____ DAY OF _____, 2009.

APPROVED:

ATTEST:

MIKE WIGGINS, COUNTY JUDGE

TERESA KIEL, COUNTY CLERK

2

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FORM CIQ

For vendor or other person doing business with local governmental entity

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	Name of person doing business with local governmental entity.
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☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.
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**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

**GUADALUPE COUNTY INVITATION FOR BIDS
CONCRETE**

GUADALUPE COUNTY

IMPORTANT

BIDDER'S / PROPOSER'S CHECKLIST

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The VENDOR IDENTIFICATION has been completed and included in your bid package. (Page 1)
- ☐ The BID SUBMISSION FORM has been completed, signed, dated and included in your bid package. (Page 8).
- ☐ The CONTRACT with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 9)
- ☐ The AFFIDAVIT signed and notarized and included in your bid package. (Page 10)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your bid package. (Page 11-12)
- ☐ The mailing envelope has been addressed to:

County Judge Mike Wiggins
Guadalupe County
307 West Court Street, Suite 200
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and one (1) copy.
- ☐ The mailing envelope has been sealed and marked:
 - A. Bid or number
 - B. Name of the bid
 - C. Opening date

**GUADALUPE COUNTY AUDITOR'S OFFICE
WISHES TO THANK ALL VENDORS FOR THEIR PARTICIPATION.**