

**AGENDA ITEM 27**

Discuss and take appropriate action on award of re-bid aggregate for fiscal year 2003.

Bids were received from the following:

*Killeen Crushed Stone, Killeen, Texas*  
*Shallow Ford Construction, Temple, Texas*  
*Sunshine Sand & Gravel, Holland, Texas*

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award re-bid aggregate for fiscal year 2003 as follows:

**Aggregate, Type B, Grades 3 & 4 – Items 1 & 2 to:**

*Sunshine Sand & Gravel – 1<sup>st</sup>*  
*Killeen Crushed Stone – 2<sup>nd</sup>*  
*Shallow Ford Construction – 3<sup>rd</sup>*

**Aggregate, Type B, Grades 5 & 6 – Items 3 & 4 to:**

*Shallow Ford Construction – 1<sup>st</sup>*  
*Killeen Crushed Stone – 2<sup>nd</sup>*

Vote: 4 - 0

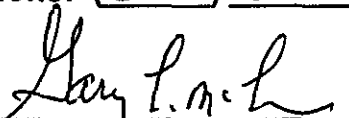
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**WILLIAMSON COUNTY BID FORM****AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM - RE-BID**

BID NUMBER: 03WCA002A      BID OPENING DATE &amp; TIME: OCTOBER 16, 2002 - 2:00 PM

CONTRACT PERIOD: DATE AWARD THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: KILLEEN CRUSHED STONEMailing Address: PO BOX 10759City: KILLEEN State: TX Zip: 76547Email Address: ANNA @ MCLEANLC.COMTelephone: (254) 634-4514 / <sup>GARY MCLEAN</sup> MOBILE 254 702 3300 Fax: (254) 634-4694  
Signature of Person Authorized to Sign BIDDate of BID: OCT-16-02Name and Title of Signer: GARY L. MCLEAN PRESIDENT  
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**Prompt Payment Discount:      %      days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☒ low item basis. (Will accept award on "any or all" items.)List Additional Limitations if applicable: MATERIAL AS AVAILABLE AT OUR QUARRY

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

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## WILLIAMSON COUNTY PURCHASING DEPARTMENT

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### BID INSTRUCTIONS/REQUIREMENTS

Bids must be received in the Williamson County Auditor's Office prior to **2:00 PM on Wednesday, October 16, 2002**. At which time the bids will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. Bids received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all bids or award a contract to the lowest and best bid.

SEALED BIDS may be hand-delivered to:  
Williamson County Auditor's Office  
Attn: Ginny Atkinson - Purchasing  
Third (3rd) floor - Suite 303  
Williamson County Courthouse (on the square)  
710 Main Street, Georgetown, Texas

OR

SEALED BIDS may be mailed to:  
Williamson County Auditor's Office  
Attn: Ginny Atkinson - Purchasing  
710 Main St. - Suite 303  
Georgetown, Texas 78626

COPY

#### FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS WILL BE ACCEPTED.

- ❖ PLEASE GO TO THE COUNTY PROCUREMENT WEB SITE FOR INSTRUCTIONS ON SUBMITTING A FACSIMILE OR ELECTRONIC MAIL BID. [www.williamson-county.org](http://www.williamson-county.org)  
BIDS SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL ARE NOT REQUIRED TO SUBMIT BIDS IN TRIPLICATE OR A SEALED ENVELOPE.

**ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.**

**ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.**

**ALL BIDS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE BID SET & 2 COPIES – BID SETS MUST BE MARKED ORIGINAL OR COPY). A BID SET CONSISTS OF COUNTY BID FORM, BID SPECIFICATIONS, BID SHEETS, & ANY OTHER DOCUMENTATION REQUIRED BY THE BID.**

**ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.**

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his bid to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner or Justice Precinct is a separate department.

(1) Unless the bid received expressly states that the bidder will accept only the award of all items proposed, each item in the bid will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the bid expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or bid expressly states otherwise, bids will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the bid, shall be at the discretion of Commissioners' Court at the time a bid is awarded.

2. No more than one bid will be awarded for any item for a single department and area. All bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.
3. All of the items listed are to be Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. 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 current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractors sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

8. Awards should be made approximately thirty (30) days after the bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 943-1554 or by e-mail at [gatkinson@williamson-county.org](mailto:gatkinson@williamson-county.org).
  9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002/September 30, 2003 fiscal year.
  10. Late BID: Bids received after submission deadline will not be opened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier service, etc.
  11. Altering BID: Bids **cannot be altered or amended** after submission deadline.
  12. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
  13. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
  14. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various bid Packages and or bid Instructions/Requirements.
  15. Delivery Times and Locations: The commodity and/or service covered by this bid shall be as stated in the various bid Packages.
  16. Payments: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received **OR** the date that the invoice is received by the Auditor's Office **whichever is later**. As a minimum, invoices shall include:
    - (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
    - (2) County contract, Purchase Order, and/or delivery order number
    - (3) Identification of items or service as outlined in the contract
    - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
    - (5) Any additional payment information which may be called for by the contract
- Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.
17. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
  18. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
  19. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
    - a. have adequate financial resources, or the ability to obtain such resources as required;
    - b. be able to comply with the required or proposed delivery schedule;
    - c. have a satisfactory record of performance;
    - d. be otherwise qualified and eligible to receive an award.

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

20. References: Williamson County **REQUIRES** bidder to supply with this bid, a list of at least **three (3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
21. 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.
22. Termination for Default: Williamson 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 in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which 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.
23. Contract Administration: Under this contract, Ginny Atkinson, Assistant Purchasing Director, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. **BIDS MUST BE:** legible and of a quality that can be reproduced.
27. BID forms that are included in the bid package shall be used. **CHANGES to bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the bid forms and or specifications shall be made on an **attachment** to the bid package. Call Ginny Atkinson (512) 943-1554 for explanation if exceptions are needed.
28. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.
29. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

**WILLIAMSON COUNTY**  
**BID SPECIFICATIONS/BID SHEET**

**AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM - RE-BID**

BID NUMBER: 03WCA002A

BID OPENING DATE &amp; TIME: OCTOBER 16, 2002 - 2:00 PM

CONTRACT PERIOD: DATE AWARD THRU SEPTEMBER 30, 2003

ALL ITEMS MUST CONFORM TO TxDOT 1993 STANDARDS.

ALL ITEMS ARE SUBJECT TO TESTING.

ALL ITEMS WILL BE ORDERED ON AN AS NEEDED BASIS.

ALL QUANTITIES SHOWN ARE **ESTIMATED QUANTITIES**. THE ACTUAL QUANTITY PURCHASED MAY BE MORE OR LESS. THE COUNTY IS NOT OBLIGATED TO PURCHASE ANY MINIMUM AMOUNT AND THE COUNTY MAY PURCHASE ANY REASONABLE AMOUNT GREATER THAN THE ESTIMATE FOR THE SAME UNIT PRICE.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Aggregate, TxDot Item 302, Type B, Grade 3	5,000	Ton	8 <sup>50</sup>	42,500 <sup>00</sup>
2	Aggregate, TxDot Item 302, Type B, Grade 4	5,000	Ton	8 <sup>50</sup>	42,500 <sup>00</sup>
3	Aggregate, TxDot Item 302, Type B, Grade 5	500	Ton	8 <sup>50</sup>	42,500 <sup>00</sup>
4	Aggregate, TxDot Item 302, Type B, Grade 6	500	Ton	8 <sup>50</sup>	42,500 <sup>00</sup>

JLM.

**WILLIAMSON COUNTY BID FORM****AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM - RE-BID**

BID NUMBER: 03WCA002A      BID OPENING DATE &amp; TIME: OCTOBER 16, 2002 - 2:00 PM

CONTRACT PERIOD: DATE AWARD THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Shallow Ford Construction Co., IncMailing Address: P.O. Box 3685City: Temple State: Tx Zip: 76505Email Address: BSpiegel@shallowford.comTelephone: (254) 778-5244 Fax: (254) 778-4429Signature of Person Authorized to Sign BID:  Date of BID: 10/16/02Name and Title of Signer: Bob E. Spiegel - V-Pres.  
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**Prompt Payment Discount: 0 %        days. (If no discount is offered, Net 30 will apply.)

[ ] "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☒ low item basis. (Will accept award on "any or all" items.)List Additional Limitations if applicable: All prices are FOB Lampasas  
Quarry. It is our understanding that Item 4-Grade 6  
is an "F" Rock. Our Electronic Vendor Code is F49417E402L

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

**BID CHECK LIST**

**Please check the following prior to sealing and submitting your Bid.**

1. **Official Williamson County Bid Form Completed, signed, and enclosed?**  
YES ✓ NO
2. **All Bid specification sheets completed (including company name at bottom of each sheet) and attached?**  
YES ✓ NO
3. **Have you included and marked (original or copy) three (3) complete Bid sets as required?**  
YES ✓ NO
4. **Have you written the name of your business on the front of the sealed envelope?**  
YES ✓ NO
5. **Have you written the Bid name, Bid number, and Bid opening date & time on the front of the sealed envelope?**  
YES ✓ NO
6. **Are you using an overnight delivery service to deliver your bid? If you are have you written the Bid name, Bid number, and Bid opening date & time on the outside of the delivery service envelope?**  
YES        NO ✓

**WILLIAMSON COUNTY**  
**BID SPECIFICATIONS/BID SHEET**

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ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Aggregate, TxDot Item 302, Type B, Grade 3	5,000	Ton	\$ 8.95	\$ 44,750.00
2	Aggregate, TxDot Item 302, Type B, Grade 4	5,000	Ton	\$ 8.45	\$ 42,250.00
3	Aggregate, TxDot Item 302, Type B, Grade 5	500	Ton	\$ 8.00	\$ 4,000.00
4	Aggregate, TxDot Item 302, Type B, Grade 6	500	Ton	\$ 8.00	\$ 4,000.00

Shallow Ford Construction Co., Inc.



## WILLIAMSON COUNTY

## BID SPECIFICATIONS/BID SHEET

## AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM - RE-BID

BID NUMBER: 03WCA002A      BID OPENING DATE &amp; TIME: OCTOBER 16, 2002 - 2:00 PM

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ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Aggregate, TxDot Item 302, Type B, Grade 3	5,000	Ton	7.50	37,500. <sup>00</sup>
2	Aggregate, TxDot Item 302, Type B, Grade 4	5,000	Ton	7.50	37,500. <sup>00</sup>
3	Aggregate, TxDot Item 302, Type B, Grade 5	500	Ton		
4	Aggregate, TxDot Item 302, Type B, Grade 6	500	Ton		

**Sunshine Sand & Gravel, Inc.**  
**P. O. Box 416**  
**Holland, Texas 76534**



**PH: 254-657-2729**

**FAX: 254-657-0017**

**REFERENCES**

BELCRETE  
PO BOX 1505  
BELTON TX 76513

PHONE: 254-939-8405  
CONTACT: MIKE PARKER

KILLEEN READY MIX  
PO BOX 10759  
KILLEEN TX 76547

PHONE: 254-634-5352  
CONTACT: BILL BLITON

BELL CONTRACTORS  
HWY 190  
RT 7, BOX 7134-D  
BELTON TX 76513

PHONE: 254-939-3509  
CONTACT: DANNY CARVER

*SUNSHINE SAND & GRAVEL, INC.*

**AGENDA ITEM 28**

Discuss and take appropriate action on award of re-bid heavy equipment for fiscal year 2003.

Bids were received from the following:

*Holt Caterpillar, Austin, Texas*

*RDO Equipment, Manor, Texas*

*Williamson County Equipment Co., Inc., Taylor, Texas*

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award the re-bid for heavy equipment for fiscal year 2003 as follows:

**Caterpillar Heavy Equipment**

*Holt Caterpillar*

**International – Case Agricultural Machinery**

*Williamson County Equipment*

**John Deere Industrial Equipment**

*RDO Equipment*

**Bush Hog Rotary Cutters**

*Williamson County Equipment*

Vote: 4 - 0

< Attachment >