

**LLANO COUNTY, TEXAS
INVITATION TO BID
INSTRUCTIONS/TERMS AND CONDITIONS/BID DOCUMENTS**

By order of the Commissioners Court of Llano County, Texas, sealed bids will be received for:

Pit Run Caliche, Granite Gravel and/or Schist

This bid will provide for an annual contract commencing on the date of the award and continuing for a twelve-month period. At the end of the fiscal year, the Commissioners' Court reserves the right to extend this contract, by mutual written agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve month increments, up to an additional twenty-four (24) months, with 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.

It is understood that the Commissioners Court of Llano County, Texas reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Llano County. Receipt of any bid, shall under no circumstances, obligate Llano County to accept the lowest price. The award of the contract shall be made to the responsible bidder, whose bid is determined to be the lowest evaluated bid resulting from negotiation, taking into consideration the relative importance of price, reliability, quality and other evaluative factors.

Bids shall include this invitation to bid and all additional documents submitted. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as indicated. **Facsimile transmittals will not be accepted.**

Bids will be received and publicly acknowledged at the location, date, time stated in this bid document. Bidders, their representatives and interested persons may be present. All bids shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the bid and identified by bidder as such.

Llano County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

This bid and submitted documents, when properly accepted by Llano County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Llano County. No different or additional terms will become part of this contract with the exception of Change Orders executed by Llano County Commissioners' Court.

Successful bidder shall defend, indemnify and save harmless Llano County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award.

#23-611-05

Successful bidder shall pay any judgment with cost, which may be obtained, against Llano County growing out of such injury or damages.

Any injury or damages sustained by Llano County, its officers, agents, or employees arising from any negligent act or fault of said person(s) shall be the responsibility of Llano County and Llano County will indemnify and hold harmless successful bidder from the same. Llano County shall pay any judgment with cost, which may be obtained against successful bidder and growing out of such injury or damages.

This contract shall remain in effect until contract expires, delivery/completion and acceptance of items and/or services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein, the reasons for such cancellation. Llano County reserves the right to award-cancelled contract to the next best bidder as it deems to be in the best interest of the County.

Llano 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 resulting contract award. Llano County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with the accepted bid. Breach of contract or default authorizes the County to award to another bidder or purchase elsewhere.

The successful bidder shall not sell, assign, transfer or convey any contract resulting from this invitation to bid, in whole or in part, without the prior written consent of Llano County.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the bid document and/or bid Instructions/Term Conditions.

No public official shall have an interest in a contract in accordance with Vernon's Texas Codes Annotated, Title C, Chapter 171, Local Government.

Llano County operates on a "Purchase Order" system. A purchase order must be issued by the Auditor's office before a purchase, a pick-up or a delivery of any product or service is authorized. Payment to the vendor will be made within thirty (30) days of acceptance of a product or service by the Department Head and presentation of a valid vendor invoice. Vendor shall reference the Llano County Purchase Order number on the invoice in order for the invoice to be valid.

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

#23-611-05

The intent of this Invitation to Bid is to solicit bids for Pit Run Caliche, Granite Gravel and/or Schist Road Material. All in accordance with Proposal Conditions, Specifications, and/or Special Provisions attached hereto.

OPENING DATE: April 5, 2023 at 12:00 noon., Llano County Auditors Office, 100 W Sandstone, Suite 200, Llano, Texas.

AWARD DATE: April 10, 2023 at 9:00 a.m. by Llano County Commissioners' Court

INSTRUCTIONS TO BIDDERS:

Bids must be received in the Llano County Auditors Office on or before the opening time and date specified above. Bids received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened. **(Faxed or electronic mail proposals will not be accepted).**

In order to assure your bid is fairly considered, it must be submitted in a properly sealed envelope, clearly marked on the outside lower left-hand corner surface with the numbers "23-611-05". Proposals marked otherwise may be opened prematurely.

PLEASE MAIL OR DELIVER YOUR BID TO:

**LLANO COUNTY AUDITOR
100 W SANDSTONE, SUITE 200
LLANO, TEXAS 78643**

All bids must be submitted on pages five (5) and six (6) provided in this bid document. No proposals will be considered in which the proposal, specifications, or any provisions have been modified.

The Invitation to Bid numbers, "23-611-05" shall appear on any technical data or additional information furnished by your company with this bid.

A bid that is in the possession of the County Auditor may be withdrawn by the company's representative, in person (with proper identification) or by written request up to the time of the bid opening. Bids may be altered by telegram, letter or fax transmission bearing the signature or name of the person authorized for submitting bid, provided it is received prior to the time and date of opening. Any alteration should not reveal the proposal price but should indicate the addition, subtraction, or other change in the bid.

#23-611-05

The Commissioners' Court of Llano County reserves the right to reject any and all bids; to accept in whole or part, to waive any informality in the proposals received; to accept proposals separately or combine proposals as it shall deem to be in the best interest of Llano County.

Bids are solicited for furnishing a quote only and imply no obligation on the part of Llano County. Llano County reserves the right to negotiate in private with all responsible submitters in order to obtain the best possible contract for overall County purposes.

The failure of any company to comply with the terms of this Invitation to Bid will subject any contract or purchase order to revocation.

TERMS AND CONDITIONS:

Vendor agrees to the Standard Terms & Conditions outlined in this Invitation to Bid.

Questions regarding the bid process, approval of bids, and acceptance should be directed to:

Kelly Eckhardt
Llano County Auditor
(325) 247-3783

Questions regarding the specifications should be directed to:

Richard Wooten
Llano County Road & Bridge Commissioner
(325) 247-4352

**LLANO COUNTY, TEXAS
SPECIFICATIONS/BID SHEET
PIT RUN CALICHE, GRANITE GRAVEL AND/OR SCHIST**

Llano County Road and Bridge Department has a need for pit-run road material (caliche, granite gravel and/or schist) from locations in various parts of the County, including the following general locations.

1. Northeast Llano County
2. East Central Llano County
3. Kingsland Area
4. Southeast Llano County
5. Southwest Llano County
6. Northwest Llano County

Material desired must be suitable for road construction and maintenance. The Llano County Road and Bridge Superintendent will judge the quality and suitability of the material. Bidders should have their pits approved before the bid date. Bidders can contact Richard Wooten at 325/247-4352.

Quality of material purchased will vary by location. This bid is to supply material to Llano County for one year from the award date. No minimum quantities are guaranteed.

Ownership of the material and land must be furnished to Llano County before a purchase order can be issued to the successful bidder.

Llano County will excavate, load and haul the material.

Award(s) may be made to multiple vendors due to need for materials in several locations throughout Llano County.

Bidder Name: _____ **Date** _____

Price per Cubic Yard: _____ **Pit Location:** _____

Llano County will not actively solicit bids, proposals, and quotations or otherwise test the market solely for the purpose of seeking alternative sources. However, Llano County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract terms are not met.

This bid and submitted documents when properly accepted by the Llano County Commissioners' Court shall facilitate a contract equally binding between the successful bidder and Llano County.

BIDDER SHALL COMPLETE AND RETURN THIS PAGE.

**LLANO COUNTY, TEXAS
BID AFFIDAVIT**

All pages in the company’s bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the contract.

The undersigned agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. The period of acceptance of this bid will be 365 calendar days from the date of the bid opening. Period of acceptance will be 90 calendar days unless otherwise indicated by bidder.

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being by me, duly sworn, did depose and say: “I, _____, am a duly authorized office or agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said firm.”

“I, hereby certify that the foregoing bid has not been prepared in collusion with any other offer or other persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the bidder is not now, nor has been for the past 6 months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.”

Printed Name and address of bidder: _____

By: _____ Title: _____

Signature: _____

Subscribed and sworn to before me by the above named _____ on this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

BIDDER SHALL RETURN THIS AFFIDAVIT AS PART OF PROPOSAL