



## **Request for Proposal, 21MCO574 Seal Coat Rock (Product & Delivery)**

**Date Required: Wednesday May 12, 2021**

**Time Required: 10:00am Local Time**

### **INTRODUCTION:**

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors, for seal coat grade 4 rock Type B per TXDOT item 302. The following pages provide general information about the requirements and specifications for the package.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

### **QUESTIONS:**

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Contractor/Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to [pur103@co.midland.tx.us](mailto:pur103@co.midland.tx.us). All questions should be submitted on or before **5:00pm on Tuesday, April 27, 2021**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at [www.co.midland.tx.us](http://www.co.midland.tx.us). Solution providers are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all issued added are properly acknowledged with their submitted proposal response. Midland County will not be responsible for any verbal exchange between the vendor and an employee of Midland County.

**COPIES AND RECEIPT:**

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 7) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

**21MCO574 Seal Coat Rock (Product & Delivery)**

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**Company Name**

Responses must be received by **10:00am Local Time on Wednesday, May 12, 2021**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent’s office is the official time piece for this submission. If interested, Contractors may use mail or express systems to deliver their proposal to the Purchasing Department; they should ensure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

**SUBMISSION LOCATION:** All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

**Midland County Purchasing Department**  
Midland County Courthouse  
Attention: Kristy Engeldahl, Purchasing Agent  
500 N. Loraine Street, Suite 1101  
Midland, Texas 79701

**DOCUMENTATION SUBMISSION:**

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

**ALTERATION OF PROPOSAL:**

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

**WITHDRAWAL:**

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

**CONFLICT OF INTEREST:**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes annotated Local Government Code Title 5, Subtitle C, Chapter 171. Vendor is required to sign affidavit form included in Proposal documents.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**CONFIDENTIALITY:**

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **10:05am on Wednesday, May 12, 2021**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

**ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:**

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Contractors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

**RIGHTS OF THE CONTRACTING AUTHORITY:**

Midland County reserves the right to withdraw this RFP at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the vendor nor obligates Midland County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Midland County.

**ORAL COMMITMENT:**

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Midland County personnel or official are not binding on Midland County.

**WAIVER OF CLAIMS:**

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

**SELECTION CRITERIA:**

Price is a primary consideration; however, it is not the only consideration to be used in the selection. The product and/or service to be provided is also of major importance. Midland County will require that the successful vendor provide a representative for all County related business, service, billing, etc.

**ORDINANCES AND PERMITS:**

The Contractor/Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local codes, ordinances, and laws.

**INVOICES:**

Invoices are to be mailed to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Purchase Order Number. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Midland County, in writing, by personal delivery to the Purchasing Agent of Midland County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Midland County Purchasing Agent 500 N. Loraine Suite 1101 Midland, TX 79701, or at such other address as may have been specified by written notice to Vendor.

**INSURANCE:**

The awarded Vendor will maintain such insurance that will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-contractor, or anyone directly or indirectly employed by either of them. Current certificates of insurance shall be furnished to Midland County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability, if required).

**Other insurance requirements are:**

-General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.

Midland County will require the selected Vendor to name Midland County as an additional insured for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not on a blanket basis, please send a copy of the actual endorsements prior to commencement of any work. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

**INDEMNIFICATION:**

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

**STATUS OF INDEPENDENT CONTRACTOR:**

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

**PARTIAL INVALIDITY:**

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**CONTRACT TERMINATION:**

Non-performance of the Vendor/Contractor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Contractor/Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor/Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

**LAW GOVERNING:**

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise. Vendor agrees to follow all local, state and federal laws.

**REMEDIES:**

The successful vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:**

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any law suit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

**FUNDING CONTINGENCY:**

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

**ASSIGNMENT:**

The Contractor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

**REQUIRED FORM  
COMPANY AFFIDAVIT**

The affiant, \_\_\_\_\_ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Type of business organization (corporation, LLC, partnership, proprietorship)

Address \_\_\_\_\_

County, State, Zip \_\_\_\_\_

Notary Seal Below

## **SPECIFICATION**

### **PURPOSE:**

Midland County is in need of a vendor to provide seal coat, grade 4 rock Type B per TXDOT item 302 and delivery to Midland County Road and Bridge Department, as requested by Midland County Road & Bridge Department. The address for Midland County Road and Bridge is 2435 E. Hwy 80 Midland, TX 79706

### **SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:**

Should the Bidder subcontract any work, the Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

### **SPECIFICATIONS:**

By submitting a response, Vendor agrees to the specifications as listed below:

- Only Type B per TXDOT item 302.
- Vendor will receive a Blanket Purchase Order for a set amount of money each fiscal year, and bill against that Blanket Purchase Order.
- Midland County will call Vendor and request delivery to be made no more than 5 business days from request.
- Delivery of said rock needs to be between 240 tons and 480 tons per delivery on sequential business days.
- Midland County STRONGLY prefers that all requested tons be delivered daily until total amount is delivered.
- Delivery days will only be Monday through Thursday (business hours).
- Vendor will need to provide weight ticket or equivalent receipt (showing how many tons each truck is carrying and/or delivering) upon delivery.
- Vendor's billing will need to reflect the weight ticket or equivalent as mentioned above.

### **CONTRACT TERM:**

This contract will last for 12 months and renew annually, unless either Midland County or Vendor provides a 30 day notice to cancel or not renew.

### **REFERENCES:**

Please provide at least 3 references, preferably any local/state government clients that the vendor has provided a similar type of product/service as requested in this RFP.

### **EVALUATION PROCESS:**

The County will award to the bidder that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price, but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.



**CRITERIA:**

Introduction (Executive Summary): 1 page maximum

Tab 1 Previous Related Experience & References: (10 points, maximum)

- Indicate experience with publicly funded entities of same approximate size. Be sure to indicate any previous experience with Midland County.
- Indicate any contracts terminated due to breach of contract by Vendor.
- Indicate (3 minimum) references who can attest to the Vendor's ability to provide these goods/services.

Tab 2 Identity and Location of Vendor: (30 points, maximum)

- Indicate the exact legal name of Vendor, its corporate location, any local/regional offices near Midland County, and length of time in business. Due to a downturn in our community's economy, Midland County is trying to buy goods/services from vendors located in Midland County in order to stimulate our economy.

Tab 3 Cost: (30 points, maximum)

- Indicate the Vendor's proposed costs by completing and returning PAGES 10.

Tab 4 Capability: (30 points, maximum)

- Indicate the Vendor's capability to meet required specifications by circling YES OR NO to the questions on PAGE 10 and returning PAGE 10.

VENDOR NAME	
Cost per ton	\$
Will vendor deliver within 5 business days of request?	YES or NO
Will vendor deliver all requested tons in the same day?	YES or NO
Will vendor delivery a minimum of 240 tons in the same business day and deliver the remaining tons requested on the following business days?	YES or NO
Will vendor accept a blanket purchase order and bill from said purchase order?	YES or NO
Will vendor provide a weight ticket or equivalent receipt upon delivery?	YES or NO