



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

**ADDENDUM NO. One (1)**

**IFB 2021-231**

## INVITATION FOR BID

**FOR**

### **ROAD MATERIALS, FLEXBASE (GRADE 1, TYPE A)**

Date: July 21, 2021

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES:

CHANGE OF DUE DATE: Change from: Thursday, July 29, 2021 at 2:00 PM

Change to: Thursday, August 5, 2021 at 2:00 PM

DELETE DOCUMENT: Special Conditions and Specifications  
REPLACE WITH: REVISED Special Conditions and Specifications

DELETE DOCUMENT: Legal notice  
REPLACE WITH: REVISED Legal notice

ADD ATTRIBUTE: #19 – ADDENDUM 1 ACKNOWLEDGEMENT

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,  
MICHELLE CHARNOSKI, NIGP-CPP, CPPB  
PURCHASING AGENT

#### 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed bids will be received for **IFB 2021-231 Road Materials, Flexbase (Grade 1, Type A)**.

4.2 Purpose: It is the intent of the following specifications to describe Flexible Base (flexbase) road materials needed by Collin County for use in road/parking surface repair and maintenance. Flexible Base (Grade 1, Type A) must meet or exceed the standards set forth in item 247 (Flexible Base), 2014 Standard Department of Highways and Public Transportation or most current. Flexbase must also meet or exceed the requirements of a magnesium soundness value test in accordance with Tex-411-A.

4.3 Term: Provide for a term contract commencing on October 1, 2021 through September 30, 2022, with the option of four (4) one (1) year annual renewals with the approval of both parties.

4.4 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only, as well, funds have been budgeted and approved for other entities participating in this contract. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the Vendor's net prices to its customers for the same product(s) and/or services are reduced below the contracted price, it is understood and agreed that the Collin County shall receive such price reduction.

4.6 Price Redetermination: The bidder is to submit a bid that will be fixed for one (1) year. A price re-determination may be considered by Collin County only at the anniversary date of the contract. On each anniversary date of the contract, the Contractor may request a price redetermination in their bid, dependent upon fluctuations in the Producer Price Index (PPI); Group: Nonmetallic mineral products; Item: Crushed and broken stone; Series ID: WPU13210121; as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212 at <https://data.bls.gov/cgi-bin/srgate>. **Documented Other documented price adjustment at anniversary date, such as direct cost, ~~of~~ labor, materials, and/or delivery costs may be considered at the County's discretion.**

The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the redetermination with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety (90) days before the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Contractor will be notified in writing upon approval.

Should a contractor fail to submit the request and supporting documentation to the proper location ninety (90) days before the anniversary date, contractor shall be deemed to have waived its right to any redetermination in price.

4.6.1 The anniversary date will be October 1 of each year. The 'base' month for determining adjustments will be the sixth (6<sup>th</sup>) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary month. If the contract allows for an adjustment after the first year, it would be based on PPI and/or other documented pricing adjustments between April 2021 and April 2022 and become effective in October 2022. The remaining renewals would follow the corresponding years for April to April.

4.7 Advance Notice Pickup/Delivery Time: Collin County will require Flexbase to be either picked up by the ordering entity or delivered to various job site locations throughout the County. Flexbase shall be available for Pickup forty-eight (48) hours after notification in the form of a purchase order from the ordering entity. Product ordered for Delivery shall be delivered to the ordering entity's designated location within forty-eight (48) hours after receipt of an order. If vendor is unable to deliver or have product ready for pickup within these time frames, vendor should notify County or ordering entity at the time product is ordered or within twenty-four (24) hours of the scheduled delivery or pickup time. Ordering entity purchase order is required for both pickup and delivery.

4.8 The location for delivery will be stated on each purchase order. Any additional fees associated with the delivery of material shall be included in the bid price. Vendor shall provide tickets for signature by a Collin County Public Works employee at the time of Pickup/Delivery in order for them to be valid in payment.

4.9 Approximate Usage: Approximate usage does not constitute an order, but only implies the probable quantity Collin County will use. Flexbase will be ordered on an as-needed basis. See zone maps (Attachment A) for Collin County delivery locations. Any other governmental entity who has an Interlocal Agreement with Collin County and wishes to utilize this contract will contact the vendor directly and vendor will bill the entity for their usage. The successful bidder must have the capabilities to deliver a minimum of 750 tons per day, when requested. Approximate value of this contract is \$1,800,000.00 annually.

Estimated Annual Usage

Delivery Zone 1	10,000 Tons
Delivery Zone 2	15,000 Ton
Delivery Zone 3	15,000 Ton
Delivery Zone 4	15,000 Ton
Delivery Zone 5	20,000 Ton

Delivery Zone 6	20,000 Ton
Delivery Zone 7	10,000 Ton
Delivery Zone 8	25,000 Ton
Pick up	25,000 Tons

4.10 Evaluation: For delivery purposes, the evaluation will be made on the price per item to each zone. For pickup purposes, the evaluation of bids shall be based on the pickup price of material plus the distance roundtrip between the McKinney Stockpile (central county location for evaluation purposes) and the successful bidder's plant site multiplied by the current IRS mileage rate. This will only be taken into consideration when evaluating the responses to this IFB. The address of the McKinney Stockpile is 4361 North Central Expressway, McKinney, TX 75071 or GIS Coordinates 33.244353, -96.627211. All bidders should include in their response the address of their plant at which Collin County will be picking up material. The County will enter the addresses into Google Maps to calculate the mileage for evaluation purposes.

4.11 Award: Collin County reserves the right to award by line item or as a whole as it deems to be in the best interest of the county. Collin County further reserves the right to make a primary and secondary award on this contract.

4.12 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.13 Samples/Demos: When requested, samples shall be furnished free of expense to the County at no expense.

4.14 Vendor Performance: Vendor and their subcontractor(s) shall follow all applicable State of Texas laws and regulations relating to commercial motor vehicles and their proper maintenance, equipment, loading, and operation. Vendor and their subcontractor(s) shall also follow all traffic laws. Substantiated reports of speeding, reckless driving, sub-standard delivery equipment, etc., may be cause for contract termination should the problems not be corrected in thirty (30) days and to the satisfaction of Collin County.

4.15 Subcontracting: Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then Vendor shall be deemed to have agreed that it is fully qualified to perform the contract, and that the Vendor will fully perform the contract itself.

4.16 No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department. The successful Vendor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents or employees. The indemnification provisions of this

contract shall apply to all subcontractors.

4.17 Payment for the material specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. Invoices must be fully documented as to labor and materials provided and must reference the Collin County Purchase Order number in order to be processed. No payments will be made on invoices not listing the proper Purchase Order number and not having a legible signature of the Collin County receiving party on all delivery and/or pick up tickets being invoiced.

LEGAL NOTICE

By order of the Commissioners Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, located at 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, August 5, 2021**, for Invitation to Bid **Road Materials, Flexbase (Grade 1, Type A) (IFB No. 2021-231) (C.O. No. 2021-652-07-12)**. Bidders shall submit unit pricing. Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, August 5, 2021 at 2:00 P.M.** by the Purchasing Agent, located at the Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners Court reserves the right to reject any and all bids.

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<b>ATTENTION:</b>	<b>CLASSIFIEDS</b>
<b>BILL TO:</b>	<b>ACCOUNT NO 06100315-000</b>
	<b>COMMISSIONERS COURT</b>

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, July 22, 2021** and **Thursday, July 29, 2021**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

<b>NEWSPAPER:</b>	<b><u>Plano Star Courier</u></b>
<b>DATE:</b>	<b><u>July 15, 2021</u></b>
<b>FAX:</b>	<b><u>972-529-1684</u></b>