



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

November 4, 2024

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: ITB #B232002, Asphalt, Oils, & Emulsions
CM23104/CM23202

Gentlemen,

The contracts associated with ITB #B232002, Asphalt, Oils & Emulsions, are scheduled for their second extensions on January 23, 2025. The contracted vendors for these services are Cleveland Asphalt Products, Inc. and Martin Asphalt Company. No amendments to the contracts have been requested at this time.

It is requested that the extensions be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal flourish extending to the right.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachments



County of Galveston

Date: 10/18/2024

To: Rufus Crowder
Purchasing Agent

From: Lee Crowder
Road Administrator

Re: CM23104/B232002- Asphalt, Oils & Emulsions (Plant Site)

312110, Road & Bridge Department has reviewed B232002 - CM23104 - Asphalt, Oils & Emulsions (Plant Site), which will expire on 1/23/2025 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Lee Crowder, Road Administrator**



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Monday, November 4, 2024

MARTIN RESOURCE MANAGEMENT CORPORATION
DBA MARTIN PRODUCT SALES LLC: MARTIN ASPHALT, MARTIN SULFURIC ACID, MARTIN CRUDE
MARKETING & PARASTIM
THREE RIVERWAY #400
HOUSTON, TX 77056

RE: SOLICITATION NAME: Asphalt, Oils & Emulsions (Plant site)
Contract # CM23104/ Bid # B232002

Good day,

The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23104
- Bid Number: B232002
- Solicitation Name: Asphalt, Oils & Emulsions (Plant site)
- Extension Period: 01/24/2025 – 01/23/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County

ACCEPTED BY (signature)

DATE

11/4/2024

TITLE



County of Galveston

Date: 10/14/2024

To: Rufus Crowder
Purchasing Agent

From: Lee Crowder
Road Administrator

Re: CM23202/B232002- Asphalt, Oils & Emulsions (Delivery)

312110, Road & Bridge Department has reviewed B232002 - CM23202 - Asphalt, Oils & Emulsions (Delivery), which will expire on 1/23/2025 and has requested to RENEW/EXTEND CONTRACT OR BID.

Decision approved electronically by **Lee Crowder, Road Administrator**



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

10/14/2024

CLEVELAND ASPHALT PRODUCTS INC
P.O. BOX 1449
SHEPARD, TX 77371

RE: SOLICITATION NAME: Asphalt, Oils & Emulsions (Delivery)
Contract # CM23202/ Bid # B232002

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM23202
- Bid Number: B232002
- Solicitation Name: Asphalt, Oils & Emulsions (Delivery)
- Extension Period: 01/24/2025 – 01/23/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County



ACCEPTED BY (signature)

Sales Rep. _____
TITLE

DATE 10/15/2024 _____

SPECIAL PROVISIONS

**INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS
GALVESTON COUNTY, TEXAS**

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SPECIAL PROVISIONS
INVITATION TO BID
ASPHALT, OILS, AND EMULSIONS
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The County of Galveston is seeking a vendor to provide, SS-1, EAP +T, and CRS-2 Emulsion for delivery or pick-up by County departments. Contract will be awarded for each line item separately. The anticipated minimums are 50,000 gallons per year. No minimum or maximum amounts of the requested products are implied or guaranteed.

B. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid submittal.

If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)	Tuesday, October 11 2022
Advertise Solicitation (second date of publication)	Tuesday, October 18, 2022
Deadline for Questions & Inquiries	Monday, October 24, by 5:00 p.m.
Submission Deadline / Bid Opening	Wednesday, November 9, 2022, at 2:15 p.m.

Interested parties may attend the Wednesday, November 9, 2022, 2:15 p.m. bid opening virtually by using the following link.

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m8b39a8538867d241778a328342ddc1dd>

Join by meeting number
Meeting number (access code): 2483 201 6396

Meeting password: B232002 (2232002 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24832016396## US Toll

SPECIAL PROVISIONS

INVITATION TO BID ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

Join by phone

+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application

Dial 24832016396@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 24832016396.galvestoncountytexas@lync.webex.com

D. SUBMISSION INSTRUCTIONS

One (1) single-sided unbound original Bid and three (3) single-sided Bid copies must be submitted no later than **2:15 P.M. CST, on Wednesday, November 9, 2022:**

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bids received after **2:15 P.M. CST** on the specified date will be returned unopened. Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/county-offices/purchasing>

E. BID SURETY

A surety / bid bond *is not a requirement* of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds *are not requirements* of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process *is not applicable* to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates *are not requirements* of this solicitation.

I. PERSONNEL TO CONTACT

Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all

SPECIAL PROVISIONS

INVITATION TO BID ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line “**Asphalt, Oils, and Emulsions– ITB #B232002– Questions**”) for additional information and/or clarification to the address listed above. The request must include the Bidder’s name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County’s procurement web page. **It is the Bidder’s sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Bidders should check the County’s procurement web page for all addenda prior to submitting a response.

The County’s procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

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INVITATION TO BID ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Lee Crowder
Road and Bridge Administrator
722 Moody, (21st St.), 1st Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) original and three (3) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

L. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

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INVITATION TO BID ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

M. SPECIFICATIONS

All requested Asphalt Oils and Emulsions shall meet TXDOT specification Item 300, 2.4 Emulsified Asphalt, Table 7, Table 8, Table 9, and Table 10, and 2.5 Specialty Emulsions, Table 11.

Galveston County is tax exempt and therefore taxes should not be added to the bid price. Galveston County reserves the right to order more or less of this project.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND NOT TO BE CONSTRUED AS RESTRICTIVE.

N. SCOPE OF WORK

Periodically, Galveston County may request deliveries to include transport tanks dropped for temporary storage use at each delivery site. These tanks shall be capable and of suitable quality of safely storing product capacities of greater than 4,000 gallons for commercial operations. All delivered tanks shall meet all State, Federal, and local laws that govern storage of the requested products.

Any applicable fees for this service should be included on the line item detail sheets.

The County will order varying amounts of the above material and the total quantities are expected to exceed the above minimum estimates for a twelve (12) month period. The County will pay only for materials ordered, delivered, and or/picked by the County personnel. The anticipated minimums or maximums are not guaranteed.

The quantities are estimates only and no guarantee of any minimum or maximum is made or implied. Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries. If a problem develops with the Asphalt, Oils, or Emulsions during the year, samples shall be taken by a third party laboratory representative. If the results of such a test reveal the samples submitted do not meet specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Galveston County's specifications. If the results of the test reveal the samples submitted meet Galveston County's specifications, the County will bear the cost of the test.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

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INVITATION TO BID ASPHALT, OILS, AND EMULSIONS GALVESTON COUNTY, TEXAS

O. AWARDED PRICES

Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

P. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

**Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

End of Special Provisions