

INVITATION FOR BIDS

CITY OF CONROE

ANNUAL ROAD BASE BID



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

BIDS DUE THURSDAY AUGUST 19, 2021 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

CITY OF CONROE

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids **electronically through Vendor Registry** in triplicate on the prescribed forms or copies thereof, in a sealed envelope marked "**Annual Road Base Materials Bid**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|--|---------|
| a) Reasonableness of costs. | 30 Pts. |
| b) The location of vendors business. | 30 Pts. |
| c) The reputation of the bidder and of the bidders goods and services. | 20 Pts. |
| d) The extent to which the goods or services meet the City's needs. | 10 Pts. |
| f) The bidders past relationship and performance with the City. | 10 Pts. |

3. Questions and Inquires:

Bidders desiring further information or interpretation must request such information or interpretation from:

Christie Spath
P.O. Box 3066
Conroe, TX 77305
Office: 936-522-3829

4. Submission of Bids:

Submit bids **electronically through Vendor Registry** in triplicate on the prescribed forms *or* copies thereof, in a sealed envelope marked **Annual Road Base Bid**. Two (2) copies of each bid shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: August 19., 2021 @ 2:00 PM

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX 77301

5. **Bid Evaluation and Award:**

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the *best value* to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

6. **Communications:**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

7. **Substitutions:**

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

8. **Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

9. **References:**

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

10. **Delivery of Proposals:**

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

11. **Corrections:**

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

12. **Materials and Services:**

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The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

13. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

14. Ethical Standard: No City official or employee shall have interest in any contract resulting from this “RFB”. Individuals with a possible conflict will enact a public disclosure record by completing a “Conflict of Interest” form.

• **1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are Attached)

(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

15. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

16. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

COVERAGE

LIMITS

STANDARD PURCHASE TERMS AND GENERAL CONDITONS

- A. Worker's Compensation - As required by Texas Law
- B. Employer's Liability - \$ 500,000 each occurrence
- C. Public Liability (Bodily injury) - \$1,000,000 combined single limit
- D. Public Liability (Property damage) - \$1,000,000 combined single limit
- E. Automobile Liability (Bodily injury) - \$ 200,000 each person
- F. Automobile Liability (Property damage) - \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

17. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

18. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

19. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

20. Term of Contract:

The City of Conroe shall have the right to cancel this contract after giving thirty (30) days written notice for unresolved problems. Otherwise this contract shall be for one (1) year with the option to renew for four (4) additional one year terms based on the percentage increase or decrease stated in your bid.

21. Renewals

The proposer shall indicate below the maximum percentage of price increase or the minimum percentage of price decrease applicable to renewal periods. Before completing these blanks, the proposer shall review the renewal periods stated above.

At each renewal period the City of Conroe and the vendor will negotiate the individual prices on the bid. Some individual line item prices may increase, some may decrease and some may stay the same. Below you will state the maximum percentage increase or decrease you are

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proposing for the next FY renewal. Your renewal will be negotiated based on these percentages, by individual line item, not the bid in its' entirety.

1st renewal period _____% maximum price increase or _____% minimum decrease
2nd renewal period _____% maximum price increase or _____% minimum decrease
3rd renewal period _____% maximum price increase or _____% minimum decrease
4th renewal period _____% maximum price increase or _____% minimum decrease

22. Proposal Agreement and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

**CITY OF CONROE
ROAD BASE BID**

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Type D Allstone Hot Mix	Ton	
Type D Modified Hot Mix	Ton	
Type D Level Up Hot Mix	Ton	
Type D Cold Mix (Regular)	Ton	
High Performance Cold Mix	Ton	
Limestone Base	Ton	
1-3/4" Washed Limestone Rock	Ton	
1"-3" Washed Rock	Ton	
State Spec. Iron Ore <i>(Delivered)</i>	Ton	
1.5 Sack Cement Stabilized Iron Ore	Ton	
1.5 Sack Cement Stabilized Limestone Base	Ton	
2.0 Sack Cement Stabilized Limestone Base	Ton	
3.0 Sack Cement Stabilized Limestone Base	Ton	
Fine Washed Sand	Ton	
Fine Washed Sand <i>(Delivered)</i>	Ton	
Cement Stabilized Sand (1.0 Sacks Per CY) (3.5% Cement)	Ton	
Cement Stabilized Sand (1.1 Sacks Per CY) (3.9% Cement)	Ton	
Cement Stabilized Sand (1.5 Sacks Per CY) (5.0% Cement)	Ton	
Cement Stabilized Sand (2.0 Sacks Per CY) (7.0% Cement)	Ton	
Cement Stabilized Sand (2.0 Sacks Same as Above) <i>(Delivered)</i>	Ton	
Cement Stabilized Sand (2.5 Sacks Per CY) (8.8% Cement)	Ton	
Cement Stabilized Sand (3.0 Sacks Per CY) (10.5% Cement)	Ton	
<i>Delivery Charge for Cement Stabilized Limestone Base</i>	Per-Ton	
<i>Delivery Charge for Cement Stabilized Sand</i>	Per-Ton	
SS-1 (Alternate for RC-250)	Gallon	
SS-1 (Five Gallon Pails)	Pail	
Ice Control Rock (Chat Screenings)	Ton	
Riprap 3" - 5"	Ton	
Riprap 6" - 18"	Ton	
Crushed Concrete - See Specification Table 1 <i>(Delivered)</i>	Ton	

Note: All Prices F.O.B. Your Plant Unless Noted Above
 Prices Firm For Twelve Months: October 1, 2021 Thru September 30, 2022

Name of Business: _____ By: _____

Crushed Concrete Material Only

Table 1

Retained on Sieve Conforming to ASTM E11	Percent Retained Weight
1 – ¾"	0
7/8"	10 – 35 %
3/8"	30 – 50 %
No. 4	45 – 65 %
No. 40	70 – 85 %