

City of Round Rock, Texas Purchasing Division

221 East Main Street Round Rock, Texas 78664-5299 www.roundrocktexas.gov

INVITATION FOR BID

Aggregate Materials

SOLICITATION NUMBER 16-002

JANUARY 2016

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

CITY OF ROUND ROCK INVITATION FOR BID Aggregate Materials

PART I

GENERAL

- 1. PURPOSE: The City of Round Rock, herein after "the City" seeks quotes with a qualified Individual, Firm or Corporation, hereafter referred to as "Respondent", to provide "Aggregate Materials" for the City's waterline maintenance and roadway surface treatments, herein after "Materials". These materials shall comply with the Texas Department of Transportation (TxDOT) specifications contained herein. The format of this bid seeks pricing on aggregate materials delivered to the City and also pricing on the City picking-up the aggregate materials from the awarded Contractor's nearest site.
- 2. <u>BACKGROUND</u>: The City of Round Rock has requested aggregate materials on an as needed basis for delivery to the City of Round Rock as well as picked up aggregate materials from Contractor's site.
- 3. ATTACHMENTS: Attachment A through C, are herein made part of this invitation for bid:

3.1 Attachment A: Bid Sheet

3.2 Attachment B: Reference Sheet

3.3 Attachment C: Addendum Acknowledgment Form

4. CLARIFICATION: For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CTPM Purchaser

Purchasing Department City of Round Rock

E-mail: mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- 5. <u>RESPONDENT QUALIFICATIONS</u>: The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - **5.1.** Be firms, corporations, individuals or partnerships normally engaged in providing aggregate materials as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all equipment and tools Respondent deems necessary to provide for the delivery of aggregate materials. The City shall not be responsible for any Respondent's tools or equipment lost or damaged during the performance of the services specified herein;

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

5.3.	In order to assure the City does not encounter shipping/service delays or unforeseen problems that can occur with out-of-area vendors, respondent's aggregate material site shall be located within 60 - 120 miles of the City of Round Rock.					
	Vendor located within 60 miles from Round Rock, Texas 78665					
	Vendor located within 120 miles from Rock, Texas 78665					

- **5.4.** Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
- **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing Aggregate Materials.
- **7. DAMAGE:** The Respondent shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
- **8. SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - **8.1.** Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - **8.2.** Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - **8.3.** Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
- **PRICING:** The Respondent shall determine and submit a fixed cost for the delivery of all aggregate materials and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
- **PRICE INCREASE:** Contract prices for Aggregate Materials shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered at renewal time each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 25% of the contract price.
 - 10.1. Consumer Price Index (CPI): Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: http://www.bls.gov/cpi/.

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

10.2. Procedure to Request Increase:

10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation to the designated City Contract Specialist a minimum of 45 days prior to each renewal period. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299

- **10.2.2.** Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
- **11. AGREEMENT TERM**: The terms of the awarded agreement shall include but not be limited to the following:
 - **11.1** The term of the initial agreement shall be for three (3) consecutive twelve (12) month periods from the effective date of award.
 - **11.2** The agreement may be renewed for two (2) additional twelve (12) month, provided both parties agree in writing prior to the expiration of the current term.
 - **11.3** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
 - 11.4 If the awarded respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
- 12. ACCEPTANCE/INSPECTION: Aggregate material deliveries shall be made on an as needed basis Monday through Friday to the specified locations outlined in the bid form for each delivery location. The awarded Contractor will be notified within one (1) business day if the aggregate materials delivered are not in full compliance with the specifications. In the event the aggregate materials did not performed to the satisfaction of the City of Round Rock wastewater line maintenance, the City shall notify awarded Contractor the same business day in order to re-schedule aggregate materials for the specific pickup. If any agreement or purchase order is cancelled for non-acceptance, the needed aggregate materials may be purchased elsewhere and the vendor may be charged liquidated damages.

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

PART II

SPECIFICATIONS

- 1. <u>SCOPE</u>: The City of Round Rock is requesting invitation for bids for aggregate materials for the City of Round Rock. The successful bidder shall be required to make deliveries to various City locations as defined in these specifications. The City may also elect to pick up aggregate materials from awarded Contractor's site.
- **2. PRODCUT SPECIFICATIONS:** The City requires TxDOT flexible (Unbound) base material, Item 247, Type A, Grade 2 and Grade 5. All aggregate materials **s**hall be delivered to the following:
 - **2.1.** Aggregate TxDOT Item 247, Type A, Grade 2 = TCS Item #111: Tested Super Flex Base Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665
 - **2.2.** Aggregate TxDOT Item 247, Type A, Grade 5 = TCS Item #265: 3/8" 7 Mesh, Type F Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665
 - **2.3.** Aggregate TxDOT Item 247, Type A, Grade 2 = TCS Item #111: Tested Super Flex Base Pick Up: City of Round Rock Waterline Maintenance to pick up from Contractor quarry location
 - **2.4.** Aggregate TxDOT Item 247, Type A, Grade 5 = TCS Item #265: 3/8" 7 Mesh, Type F Pick Up: City of Round Rock Waterline Maintenance to pick up from Contractor quarry location
 - **2.5**. Product alternate will not be considered:
 - **2.6.** Specifications can be viewed on the TxDOT website at: http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf

NOTE: Delivery and pickup dates exclude the City of Round Rock holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day (and either working day before or after).

PRODUCT DOCUMENTATION: TxDOT documentation supporting aggregate material compliance will be required to be provided by the awarded Contractor.

4. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- **4.1. Respondent's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
- **4.2.** The City's designated representative: The City's designated representative shall be:

Rick Whisenant Utility Inventory Specialist City of Round Rock rwhisenant@roundrocktexas.gov

5. WORKFORCE: Successful Respondent shall:

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

- **5.1.** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- **5.2.** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- **5.3.** Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
- **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 7. <u>PERMITS</u>: The successful respondent shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

PART III SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATES
Solicitation released	January 7 2016
Deadline for submission of questions	January 14, 2016 @ 5:00 PM, CST
City responses to questions or addendums	January 15, 2016 @ 5:00 PM, CST
Deadline for submission of responses	January 21, 2016 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by January 13, 2016, @ 5:00 p.m., CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at http://www.roundrocktexas.gov/.bids.

Questions shall be submitted to the City contact named herein. The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

- 2. <u>SOLICITATION UPDATES</u>: Respondents shall be responsible for monitoring the City's website at http://www.roundrocktexas.gov/bids for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- 3. RESPONSE DUE DATE: Signed and sealed responses are due at or before January 21, 2016 @ 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

City of Round Rock Attn: Mike Schurwon, CPPB, CTPM Purchasing Department 221 E. Main Street Round Rock, Texas 78664-5299

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

- **3.1** Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- **3.2** Facsimile or electronically transmitted responses are not acceptable.
- **3.3** Responses cannot be altered or amended after opening.
- **3.4** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- **3.5** The City will not be bound by any oral statement or offer made contrary to the written specifications.
- **3.6** Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
- **5. BEST VALUE EVALUATION AND CRITERIA**: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - **5.1** Purchase price;
 - **5.2** Reputation of Respondent and of Respondent's goods and services;
 - **5.3** Quality of the Respondent's goods and services;
 - **5.4** The extent to which the goods and services meet the City's needs;
 - **5.5** Respondent's past performance with the City;
 - **5.6** The total long-term cost to the City to acquire the Respondent's goods or services;
 - **5.7** Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

- **AWARD**: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at http://www.roundrocktexas.gov/bids.
- 7 **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - **7.1** The method to provide a smooth and orderly transition of services performed from the current contractor;
 - **7.2** Provide City contact(s) information for implementation of agreement.
 - **7.3** Identify specific milestones, goals and strategies to meet objectives.
- 8 NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

9 INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK): Other governmental entities may be extended the opportunity to purchase off of the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondents shall submit one (1) evident signed "Original" and two (2) copies of the response requirements including any required attachments. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other that the City's Solicitation Document may result in disqualification of the response.

Attachment B: Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment C: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Additional Information Requested:

Contract Information: Respondent shall provide information of any current established contract with a local City, County, Municipality, Cooperative Agreement, Comptroller of Public Accounts (CPA) Texas Smart Buy Contract, Texas Multiple Award Schedule (TXMAS), General Services Administration (GSA), Inter-local Agreement, or any other contractual resource.

The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at: http://www.roundrocktexas.gov/bids.

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

PART V

CONFIDENTIALITY OF CONTENT

- 1. <u>CONFIDENTIALITY OF CONTENT</u>: All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

- 1. <u>INSURANCE:</u> The Respondent shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at: http://www.roundrocktexas.gov/bids.
- 2. <u>DEFINITIONS, TERMS AND CONDITIONS</u>: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website http://www.roundrocktexas.gov/bids.
- 3. PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - **3.1** There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - **3.2** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 3.3 The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

3.4 The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

ATTACHMENT A: BID FORM

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

PURCHASING DEPARTMENT 221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	So	olicitation olicitation Opening D Opening T	ate: ime:	Name: Aggregate Materia te: January 21, 2016 me: On or Before 3:00 p		RESPONDENT INFORMATION	Tax ID N Business Address: Address: Contact: Telephon E-mail: Website:	s Name:		
1	HOW DID YOU HEAR ABOUT THIS SOLICITATION? Newspaper City's Website E-mail Announcement ESBD Other									
1st TIME RESPONDING TO THE CITY? Yes No REGISTERED WITH VENDOR CENTRAL?						Yes	No Register	at: roun	drocktexas.gov/vendorcentral	
Bidde	Bidder(s) to quote pricing to provide Aggregate Materials as follows:									
Item	em # Description			Quantity	ı	Unit of Vleasure	Unit Prid	ce	Extended Price	
1	Aggregate TxDOT, Item 247, Type A, Grade 2 = Texas Crushed Stone, Item #111: Tested Super Flex Base Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665		5,000		Ton					
2		Aggregate TxDOT, Item 247, Type A, Grade 2 = Texas Crushed Stone, Item #111: Tested Super Flex Base Pick Up: City of Round Rock - Waterline Maintenance to pick up from Contractor quarry.			5,000		Ton			
3		Aggregate TxDOT, Item 247, Type A, Grade 5 = Texas Crushed Stone, Item #265: 3/8" – 7 Mesh, Type F Delivered To: 910 Luther Peterson Place, Round Rock, Texas 78665		2,000		Ton				
4		Grade 5 #265: 3/ Pick Up Waterli	5 = Texas Cr /8" – 7 Mesh c: City of R	ound Rock - ance to pick up	2,000		Ton			

NOTE: Above aggregate must meet TxDOT, Item 247, Type A, Grade 2 or TCS, Item #111, TxDOT, Item 247, Type A, Grade 5 or TCS Item #265 or approved equal.

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

ATTACHMENT B: RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

RES	SPONDENT'S NAME:		DATE:	
Gov year	ernment agencies or firm	s of comparable size the size the size the size the size the size of comparisons are not applicable.	e-mail of at least three (3) Municipal hat have utilized similar service within cable. References may be checked ualification of submittal.	n the last two (2)
1.	Company's Name			
	Name of Contact Title of Contact	-		
	E-Mail Address			
	Present Address			
	City, State, Zip Code			
	Telephone Number	()	Fax Number: ()
2.	Company's Name Name of Contact Title of Contact E-Mail Address Present Address City, State, Zip Code Telephone Number	()	Fax Number: ()
3.	Company's Name Name of Contact			
	Title of Contact			
	E-Mail Address			
	Present Address			
	City, State, Zip Code			
	Telephone Number	()	Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Class/Items: 745-02, 750-35, 750-52, 750-56

January 2016

ATTACHMENT C: ADDENDUM ACKNOWLEDGMENT FORM

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #:	Dated:	
Addendum #:	Dated:	
Respondent (Company):		
Signature (in ink):		
Name (Typed/printed):		
Title:	Date:	