



City of Huntsville
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Invitation for Sealed Bid - Bid 09-21
'Concrete Mix Contract'

RETURN SEALED BID TO:

City of Huntsville
City Secretary
1212 Avenue M
Huntsville, Texas 77340

Sealed bids shall be received no later than:

1:00 p.m., Central Time, Wednesday,
April 01, 2009

MARK ENVELOPE: "BID NO. 09-21"

ALL PAGES MUST BE INITIALED AND RETURNED.
IF NOT BID WILL BE REJECTED.

Introduction

THE CITY OF HUNTSVILLE appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bid received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

Bid opening is scheduled to be held at the date and time listed above at City Hall, 1212 Avenue M, Huntsville, Texas. You are invited to attend.

If you do not wish to bid at this time, but wish to remain on the bid list for this commodity, please submit a "No Bid" by the same time and at the same location as stated for bidding. Information on which commodities and services we purchase is available from the PURCHASING OFFICE. You may register on the City's vendor management program at www.bidsync.com.

THE CITY OF HUNTSVILLE is aware of the time and effort you expend in preparing and submitting bids to the City. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business.

IT IS UNDERSTOOD that the City of Huntsville, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Huntsville. If less than three bids are received, the City of Huntsville reserves the right to extend the bid opening date as it deems to be in the best interest of the City.

To obtain bid tabulation results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_rfps/bid_tabulations/. If you have any other questions, please contact the Purchasing Office, Billie F. Smith at (936) 291-5495 or e-mail bsmith@huntsvilletx.gov or Saul Soto

Tentative Schedule of Events

1. **March 17, 2009** – Release RFB to contractors.
2. **March 17 – March 31, 2009** – Advertisement dates.
3. **April 1, 2009** – Public bid opening.
4. **April 1 through April 3, 2009** – Award preparation.
5. **April 21, 2009** – Present bid recommendation before City council.
6. **April 21 through May 1, 2009** – Expedite contract

Specifications

Scope

The City of Huntsville is soliciting bids with the intention of establishing a contract for the periodic purchase of concrete mixture to be delivered to various job sites.

Delivery

The Contractor shall be required to maintain or to have available the sufficient personnel, equipment, and supplies to perform “on time” deliveries to the City. Material is to be delivered to different job sites depending on each particular project and delivered in TX DOT approved mixer trucks.

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered or unloaded in-house or on-site.

Orders

Individual Orders shall consist of either five (5) cubic yards or greater, or less than 5 cubic yards per order. A job may contain one or more placement sites.

Award

This contract will be awarded on an all or none basis. The City reserves the right to award the bid as it deems to be in the best interest of the City.

Contract Term

The initial term of this contract shall be effective; commencing from the date the bid is awarded and concluding on October 1, 2009.

Include Delivery Charge in Price quoted
Concrete Bid Amount

1. 3000 PSI Concrete with 1" Limestone (Delivered) base.

Per cubic yard delivered, five (5) cubic yards or greater delivered \$_____

Per cubic yard delivered, less than five (5) cubic yards \$_____

Price per cubic yard per every 500 PSI added to base \$_____

2. Price per cubic yard if pea gravel (3000 psi) substitutes Limestone (Delivered) base

Per cubic yard delivered, five (5) cubic yards or greater delivered \$_____

Per cubic yard delivered, less than five (5) cubic yards \$_____

Price per cubic yard per every 500 PSI added to base \$_____

3. Price per cubic yard if River rock (3000 PSI) substitutes Limestone (Delivered) base

Per cubic yard delivered, five (5) cubic yards or greater delivered \$_____

Per cubic yard delivered, less than five (5) cubic yards \$_____

4. Price per cubic yard per every 500 PSI added to base \$_____

5. Provide Price per cubic yard for the five (5) most common add mixtures to be added to base.

1. Fiber mesh 1.5 \$_____

2. 2% H.E. (calcium) \$_____

3. Retarder \$_____

4. Accelerator \$_____

5. Plasticizer \$_____

6. Average response time: _____

MINIMUM SPECIFICATIONS CONCRETE

Concrete will be used on projects in the City of Huntsville area. A 3,000 psi mix is normally used, but + 500 psi and other concrete mixtures are used occasionally.

TO BE COMPLETED BY BIDDER

The undersigned agrees, if bid is accepted within 30 calendar days after council approval, to fully comply in strict accordance with the bid, specifications and instructs attached thereto for the amounts shown on the bid. The City or the Contractor shall have the right to cancel the contract at any time on thirty (30) day written notice.

DATE: _____

BIDDERS PRINTED NAME: _____

SIGNATURE: _____

ADDRESS: _____

TITLE: _____

CITY/STATE/ZIP _____

Email: _____

TELEPHONE: _____

FAX: _____

Exceptions and comments:

TERMS & CONDITIONS

FUNDING: Award and funding of the project is pending City of Huntsville Council approval. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Huntsville fiscal year shall be subject to budget approval.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. City of Huntsville is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the City.

SALES TAX: City of Huntsville is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

REFERENCES: City of Huntsville may request bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and contact person.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS. (Chapter 271, Local Government Code)

In purchasing under this title, if the City receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received from a bidder who is not a resident of the local government, the City may enter into a contract with: 1) the lowest bidder, or 2) the bidder who is in the local government and whose bid is within three percent of the lowest bidder who is not a resident of the local government.

BID AWARD: City of Huntsville reserves the right to award bids on the lump sum or unit price basis, whichever is in the

best interest of the City.

CONTRACT: This bid, when properly accepted by City of Huntsville, shall constitute a contract equally binding between the successful bidder and City of Huntsville. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to City of Huntsville.

A PRICE redetermination may be considered by City of Huntsville only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.). The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. City of Huntsville reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

DELIVERY: All delivery and freight charges (FOB City of Huntsville designated location) are to be included in the bid price.

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.

AMENDMENTS to Chapter 176 of the Texas Local Government Code require a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the

person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law. This statement is provided for information purposes only.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. City of Huntsville reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

BRAND NAMES: Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the materials, process and/or equipment desired and will be deemed to be followed by the words "or equal".

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested by City of Huntsville Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal,

state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE

BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

City of Huntsville may request representation and other information sufficient to determine bidder's ability to meet the minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (1) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Huntsville Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

INVOICES shall show all information as stated above, shall be issued for each purchase order and shall be mailed directly to the City of Huntsville Finance Department, 1212 Avenue M, Huntsville, Texas 77340.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If item is not picked up within reasonable time after notification, the

item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to City of Huntsville.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and City of Huntsville agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in City of Huntsville, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Huntsville.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to 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.

INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify, hold harmless and defend the City of Huntsville, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees,

subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

City of Huntsville

No-Bid Statement

Bid name: _____ Bid Number: _____

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

☐ We are unable to respond to the request for bid or request for proposals by the Specific deadline.

☐ Company does not carry or cannot offer this type of product and service.

☐ Specifications are restrictive, unclear or incomplete. Please explain below

☐ Invitation is suitable, but engaged in other work.

☐ Do not wish to do business with the City.

☐ Unable to meet insurance requirements

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

