ACTION FORM
BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING:	June 11, 2013	**DATE SUBMITTED:**	May 23, 2013
DEPARTMENT OF ORIGIN:	Trans & Drainage	**SUBMITTED BY:**	Eric Zaragoza

MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
☐ BCD	☐ PUBLIC HEARING	☐ 1ST READING	☐ PUBLIC SAFETY
☐ SPECIAL	☒ CONSENT	☐ 2ND READING	☐ SERVICE
☒ REGULAR	☐ STATUTORY		☐ ECONOMIC DEVELOP.
☐ WORKSHOP	☐ REGULAR		☒ INFRASTRUCTURE
			☐ QUALITY OF LIFE

AGENDA ITEM DESCRIPTION: Consider approval of an annual price agreement from Brazos Site Works in a not to exceed amount of $199,000.00 for the purchase of Type A/Grade 1 flexible base material.

SUMMARY STATEMENT: Six (6) sealed bids for the Annual Price Agreement for Type A/Grade 1 Crushed Rock Flexible Base were received and opened on May 9, 2013. The bid providing the best value to the City was the lowest bid submitted by Brazos Site Works of Bryan, TX in the amount of $199,000.00. Bids submitted but not selected were from Knife River in the amount of $262,500.00 and TexCon General Contractors in the amount of $480,000.00. Three (3) other bids were submitted by Vulcan Materials Company, Superior Crushed Stone and Brazos Paving but were considered "non-responsive" bids.

The Transportation & Drainage Department requests Council approval of this bid with Brazos Site Works. Brazos Site Works has been the supplier of this material for several years and it is expected that they will continue to provide an excellent product as well as good customer service.

Flexible Base material is essential for the Public Works street maintenance program. Flex base is a multi-purpose material used to repair utility cuts, base failures, and to provide the flexible foundation that supports the asphalt surface of city streets.

STAFF ANALYSIS AND RECOMMENDATION: The Transportation and Drainage Department respectfully request the City Council award this bid to Brazos Site Works. Approving this annual price agreement assures the City of Bryan has a readily available source of high quality base materials for use on water, wastewater, and street maintenance repairs. If this annual price agreement is not approved, the repair of waterlines and streets as a result of maintenance will have to find an alternative, and possibly inferior, material for backfill.

OPTIONS (In Suggested Order of Staff Preference):

1) Approve the Annual Price Agreement
2) Do not approve the Annual Price Agreement

ATTACHMENTS: Attachment #1: Bid Tab
Attachment #2: Crushed Rock RFB

FUNDING SOURCE: Public Works – Transportation & Drainage General Fund

APPROVALS: Jayson E. Barfknecht 05/23/13; Hugh R. Walker, 05/29/2013

APPROVED FOR SUBMITTAL: CITY MANAGER

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis Hampton, 6/4/13

Revised 04/2013

Attachment #1

City of Bryan - Purchasing Department
Bid Tabulation for #13-045
Annual Contract for Crushed Rock Flexible Base
Open Date: 2:00 PM - May 09, 2013

All bids submitted are reflected on this bid tab sheet. However, the listing of a bid should not be construed as any indication that the City accepts such bid as responsive. The City will notify the successful bidder upon award of contract.				Knife River			Brazos Site Works			TexCon General Contractors		
# of Copies (1 complete original)				Y			Y			Y		
Acknowledged Addendum No. 1				Y			Y			Y		
Certification from bid package (Y/N)				Y			Y			Y		
Prompt Payment Discount:				N			N			N		
ITEM	**QTY**	**UNIT**	**DESCRIPTION**	Material Unit Price Per Ton	Delivery Price Per Ton	Total Delivered Price	Material Unit Price Per Ton	Delivery Price Per Ton	Total Delivered Price	Material Unit Price Per Ton	Delivery Price Per Ton	Total Delivered Price
1	10,000	Tons	TxDOT Standard Specification Item 247, Type A, Grade 1, Crushed Stone.	$20.10	$6.15	$26.25	$10.00	$9.90	$19.90	$20.00	$24.00	$48.00
			Total Bid Amount	**$262,500.00**			**$199,000.00**			**$480,000.00**		
				Base Bid price of $131,250.00 Total above represents correct total. *Minimum 14 Ton load required for delivery. Must be allowed to dump and released within 15 minutes of arrival.						Vendor Total Delivered Price = $240,000.00 Bid document states that "If there are discrepancies in unit price and total, unit price will prevail. Bid unit pricing for material and delivery charges separately."		

NON-RESPONSIVE BIDS RECEIVED FROM:
Vulcan Materials Company, Superior Crushed Stone & Brazos Paving.

Attachment #2

CITY OF BRYAN
The Good Life, Texas Style.™

CITY OF BRYAN, TEXAS

PURCHASING DEPARTMENT
1309 E. MLK Street
Bryan, TX 77803
(979) 209-5500 fax: (979) 209-5507

REQUEST FOR BID

NO. 13-045

"Annual Price Agreement for Crushed Rock Flexible Base Material"

DATE ISSUED: April 25, 2013

SEALED BIDS TO BE SUBMITTED BEFORE:
2:00 pm C.S.T., Thursday, May 09, 2013

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://www.bryantx.gov/departments/index.html?name=texas_ethics . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name:

_____

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INTRODUCTION

The City of Bryan is soliciting bids for an Annual Price Agreement for Crushed Rock Flexible Base Material.

Sealed bid packages for **Bid #13-045** will be accepted until 2:00 p.m., Thursday, May 09, 2013 and publicly opened and read aloud immediately following the opening. Any bid received on or after 2:00 PM CST will be returned unopened. Sealed bids must be delivered to:

Karen Sonley, Buyer
City of Bryan, Purchasing Department
1309 E. Martin Luther King St. Bryan, Texas 77803
(P) (979) 209-5505 (F) (979) 209-5507
ksonley@bryantx.gov

Plans, Specifications and Information for Bidders are on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500. These documents are also available online at http://brazosbid.cstx.gov .

The City believes that the data contained in these specifications is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.

In order to ensure a fair and public bid process, all questions related to this Request for Bid shall be addressed in writing, via the ***Brazos Valley Online Bidding System (http://brazosbid.cstx.gov/) to the individual identified above prior to 10:00 a.m. CST on Thursday May 02, 2013.*** *Contact with any City of Bryan employee or official is prohibited without prior written consent from the City Purchasing Department. Failure to observe this requirement may be grounds for rejection of the Bid.*

Bidders are required to submit one (1) original bid. Bids must be completed and submitted on the forms found within the Specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. The right to accept any bid, or to reject any or all Bids and to waive all formalities is hereby reserved by the City of Bryan, Texas.

SCHEDULE OF EVENTS

- April 25, 2013 - Post Dates.
- May 02, 2013 @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications to the RFB.
- May 09, 2013 @ 2:00 p.m. C.S.T – Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.
- May 29, 2013: Anticipated date of award.

TERMS AND CONDITIONS

Definitions
In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY - Same as City of Bryan.

CITY COUNCIL - The elected officials of the Cities of Bryan, Texas who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and laws.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

PROCUREMENT CARD - Chase-MasterCard

Instructions
The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Bryan Purchasing Department, unless otherwise specified elsewhere in this bid request.

Notification
The City of Bryan uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of Bryan website or the City of Bryan Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. The City of Bryan accepts no responsibility for the receipt or notifications of solicitations through any other source.

Form
Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid. All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

Felony Conviction Notification
All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

Bid Return
Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number on the outside of your envelope.
Late Bids
Bids must be received by the Purchasing Department prior to 2:00 PM CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

Acceptance
The City of Bryan reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include, but shall not be limited to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the City; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee **(if Bid Bond required)**; or 6) Unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Bryan shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Bryan, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City of Bryan and the bidder's compliance with City ordinances.

The City of Bryan, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Bryan. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturer's. Names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Bryan shall be the sole judge on whether the alternate product and service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

"In literal compliance" in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

Collusion
Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

Irregular Bid Proposals
Bids will be considered irregular and may be rejected by the City of Bryan if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

Award of Contract
The bid award may be based on, but not necessarily limited to, the following factors:

a. Conformity to specifications:
b. the purchase price, including payment discount terms;
c. the reputation of the bidder and of the bidder's goods or services;
d. the quality of the bidder's goods or services;
e. the extent to which the goods or services meet the City's needs;
f. the bidder's past relationship with the City;
g. delivery terms;
h. payment terms;
i. availability of repair and maintenance parts;
j. financial condition;
k. the total long-term cost to the City to acquire the bidder's goods or services; and
l. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Financial Condition
Contractor must provide audited financial statements, if requested, to the City.

Term of Contract
This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months.

Extension of Contract
The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor

and the City. The City of Bryan will not consider Contract extensions which include any increase in unit bid prices.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract
This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested.

Contract Termination
The City may terminate this Contract at any time upon **thirty (30)-calendar** days written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor **five (5)** calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements
There is no expressed or implied obligation for The City of Bryan to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and City of Bryan will not reimburse responding firms for these expenses, nor will the City of Bryan pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses
Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

City Ordinances
The City of Bryan also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

Error-Quantity
Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities
Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations
Any variation from these specifications must be indicated on the bid sheet(s).

F.O.B.-Damage
Bids will not be considered unless bid F.O.B. delivered Bryan, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The City of Bryan assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices
Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract.

Cooperative Agreements
Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Authorized Signature
Bids must show full firm name and mailing address of bidder and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids
Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing agent.

Lump Sum Bids
Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Bids
All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated on the bid sheet(s). All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices

Invoices must be submitted by the successful bidder in duplicate to the City of Bryan, Finance Department, P.O. Box 1000, Bryan, Texas 77805, (979) 209-5080. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the part of the Contractor to submit accurate invoices shall be sufficient cause to cancel the contract. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of services.

Cash Discounts
Bidders may quote additional cash discount terms in the Cash Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Bids offering discounts for prompt payment if invoice is paid within ten (10) days are encouraged.

Taxes
The City of Bryan is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Bryan is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery
Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Purchasing Department located at 1309 E. Martin Luther King, Jr. Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability
The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

Material Safety Data Sheets
MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.
The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Bids
If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

Addenda

In the event of a needed change in the published bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Bryan Purchasing office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Bidders failure to obtain or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Pre-bid Conference

Pre-bid conferences are public meetings and all qualified contractors, subcontractors and material suppliers are strongly encouraged to attend. The intent of the conference is to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. Any and all information provided by the City during the pre-bid conference will not be construed to be a revision or change of the bid documents. All revisions, changes and clarifications to the bid documents shall be formally executed in the form of a written addendum, published by the City of Bryan.

Fiscal Funding

The City of Bryan, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if is determined that there are insufficient funds to extend the contract.

Court Jurisdiction

The City of Bryan and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

INSURANCE REQUIREMENTS

The contractor agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of this contract. The Contractor agrees to:

- Deliver to the City Certificate(s) of Insurance evidencing that such policies are in full force and effect not later than 5 business days after notification of the City's intent to award a contract, but in any event prior to commencement of work. If policy endorsements are necessary, satisfactory evidence of request to insurance carrier must accompany the Certificate(s) of Insurance. Failure to meet these requirements may cause the bid to be rejected.
- Submit any policy endorsements within 30 days of the City's intent to award contract. No payment will be made and/or the City may stop work or terminate the contract if contractor fails to supply satisfactory evidence of policy endorsements.
- Allow the City the right to obtain complete, certified copies of all required insurance policies at any time.
- Clearly indicate contract name and contract number to which Certificate(s), endorsements, and policies apply.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

INSURANCE COVERAGE & LIMIT TABLE

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage.

Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan; Attn: Risk Management
P O Box 1000; Bryan, TX 77805

SPECIFICATIONS

"Annual Price Agreement for Crushed Rock Flexible Base"
RFB# 13-045

SCOPE

It is the intent of this Request for Bid to establish an Annual Price Agreement for Crushed Rock Flexible Base with a supplier capable of furnishing the City's annual requirements, in accordance with all terms, conditions and specifications herein.

MATERIAL DELIVERY

All delivered materials shall be delivered by end dump trucks or trailers. All materials delivered shall be to a site, within the City limits of Bryan, designated at the time the order is placed. All deliveries will be made between the hours of 7:30 A.M. to 3:00 P.M. on normal workdays, unless otherwise specified at the time the order is placed. The supplier shall be responsible for hiring, dispatching, following up and paying its carrier for all materials purchased and delivered to the City, if applicable. The supplier shall furnish the City with a weight ticket showing the net tons delivered by each truck. The City will require the supplier to have adequate equipment and trucks available to deliver a minimum of 1000 tons in a five (5) day work period between the hours of 7:30 A.M. and 3:00 P.M. The City reserves the right to pick up materials in City trucks as needed for smaller jobs.

QUANTITIES

The quantities listed herein are estimates based on the past year's usage and our anticipated requirements for one (1) year period. The City does not guarantee nor imply that these estimates will be our actual requirements and does not guarantee any given quantity to purchase. Material will be ordered or picked up on an as-needed basis.

BID PRICING

Pricing to be firm fixed pricing for the entire contract period. Bid unit pricing to be specified by material cost per ton and a separate cost for the delivery cost per ton. No additional charges will be allowed.

SPECIFICATIONS

CRUSHED STONE FOR FLEXIBLE BASE: The materials shall consist of durable particles of crushed stone mixed with approved binder material. The processed materials, when properly slaked and tested by standard laboratory methods shall meet the requirements of section 247, Texas State Department of Highways and Public Transportation, 1993 Standard Specifications for Construction of Highway, Streets, and Bridges. Supplier may be required to furnish test results made by an independent laboratory on materials to be furnished to the City.

BID SHEET

"Annual Price Agreement for Crushed Rock Flexible Base"
RFB# 13-045

All bids must be in strict accordance with all terms, conditions and specifications within this Bid Request # 13-045.

To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a bid package. If there are discrepancies in unit price and total, unit price will prevail. **Bid unit pricing for material and delivery charges separately. No additional charges will be allowed.**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Item No.	Estimated Quantity	Description and Unit Price in Words	Material Unit Price Per Ton	Delivery Price Per Ton	Total Delivered Price
#1	**5,000 TONS**	TxDOT Standard Specification Item 247, Type A, **Grade 1**, Crushed Stone.			
#2	**5,000 TONS**	TxDOT Standard Specification Item 247, Type A, **Grade 4**, Crushed Stone.			
TOTAL BASE BID (ITEMS 1-2)			**$_____**		

Company Name: _____

BID SHEET

METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 30 (Vendor paid within 30 days of invoice or receipt of goods accepted in good order.)

2) PROMPT PAYMENT DISCOUNT: _____% within 10 days (e. g. 1%, 2%, 5%)

AND/OR (check one)

3) ELECTRONIC FUNDS TRANSFER DISCOUNT _____yes **_____**no

--If "yes" discount offered: _____% (e.g. 1%, 2%, 5%)

Company Name: _____

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

_____ _____

Authorized Company Official's Name (Printed) **Date**

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official:

_____

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

_____ _____

_____ _____

Signature of Company Official:

_____

C. Provide a general description of the conduct resulting in the conviction of a felony.

_____

_____

Signature of Company Official:

_____

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

_____

_____

Signature of Company Official:

_____

CLIENT REFERENCES

References: The City of Bryan will conduct reference checks as needed to evaluate bids. The City may contact those listed, and inclusion of this listing in your bid is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in fully evaluating the Service Provider.

All reference checks must show that the successful bidder is in good standing with their current and previous customers. All bidders are required to provide a **minimum of five (5)** reference(s) from current and recent clients of similar size (and/or projects recently completed of similar size and scope.)

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

COMPANY NAME:_____

CONTACT:_____

ADDRESS:_____

PHONE #:_____

CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION:
RFB #13-045

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Signed By: _____ Title:_____

Typed Name: _____ Company Name:_____

Phone No.: _____ Fax No.:_____

Email: _____

Bid Address:_____

P.O. Box or Street City State Zip

Order Address:_____

P.O. Box or Street City State Zip

Remit Address:_____

P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date:_____

NOTICE OF NON-PARTICIPATION

RFB #13-045 (Crushed Rock)

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

City of Bryan
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803

DO NOT return the solicitation packet. **Failure to respond may result in removal of your organization from our current Vendor file.**

Company Name: _____
Address: _____
_____
_____
Phone number: _____
Fax number: _____

Reason for no response to this RFB:

Please check the items that apply:

_____ Suitable, but engaged in other work
_____ Do not sell the item(s) required.
_____ Can not be competitive.
_____ Can not meet the specifications highlighted in the attached Bid.
_____ Can not provide insurance required.
_____ Can not provide bonding required.
_____ Can not comply with indemnification requirements.
_____ Job too large.
_____ Job too small.
_____ Do not wish to do business with the City.
_____ Other reasons; please explain.
_____

Other remarks: _____
_____

_____
Signature

_____
Title