CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

RFP FOR SAND & GRAVEL

RFP # 20-006

CLOSING DATE:

TUESDAY, MARCH 3, 2020

11:00 AM

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NOTICE TO BIDDERS

Sealed Request for Proposal's will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 until the hour of **11:00 AM (CST) on the 3rd day of March 2020;** at which time proposals duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR SAND AND GRAVEL

RFP # 20-006

Any request for proposals received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened. City Hall Building business hours are Monday-Thursday, 7:30 AM to 5:30PM, and Friday, 7:30 AM to 11:30 PM

Information on the bid process/procedures may be obtained from Ebonie Williams, City of Carrollton Buyer, (972) 466-3105 **purchasing@cityofcarrollton.com.**

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening. The city of Carrollton Municipal Building is wheelchair accessible.

To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3115.

CITY OF CARROLLTON, TEXAS

Patricia Helms

Patricia Helms, Purchasing Manager

Publication Dates: **Sunday, February 16, 2020 & Sunday, February 23, 2020**

Closing Date: **Tuesday, March 3, 2020 11:00 AM**

PART I
GENERAL CONDITIONS

GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City's website: www.cityofcarrollton.com/purchasing

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under an award without the written consent of the City Manager or Assistant City Manager authorized to bind City on. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interests of the City.

Proposals will be rated based on the following criteria:

- **Pricing of requested service ..... 50 %**
- **Vendor History, References and Delivery Performance ..... 25 %**
- **Quality of Product 25%**

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted in person, by mail or electronically.
- To submit a Request for Proposal electronically, all documents must be returned and a **digital signature provided on the proposal to submitters form**. **SUBMIT REQUEST FOR PROPOSALS VIA EMAIL TO PURCHASING.BIDS@CITYOFCARROLLTON.COM**
- As an alternative to the digital signature, the request for proposal may be sent electronically and the **proposal to submitters form may be faxed to 972-389-9557**. **This form is the only page that will be accepted via fax.**
- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535. Proposals must be marked on the outside of the packaging, "**RFP # 20-006 RFP FOR SAND AND GRAVEL**. Vendors do not need to come to the opening but are welcome if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours
- Firms interested in this project shall submit one copy of the proposal and required documents listed throughout the RFP no later than **Tuesday, March 3, 2020** to the address and contact person listed on page #3.

- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP's will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.

1.5 BRAND NAMES

If items for which request for proposals have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering "equal" products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an "equal product", their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **30** days written notice with good cause as determined by the City.

1.7 CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions no later than the deadline for questions. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

1.8 COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City's option.

1.9 CONTRACT CLAUSE

All proposers understand and agree that the vendor's request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS, OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS, THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $100,000 each accident, b) by disease, $100,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Bidder's operations or services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, Bidder shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.

2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.

3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).

5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed or may enter into an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses generally known as "escalator" or "cost-plus" clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.19 REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked, that it is in all things true and accurate and free of mistakes, and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

RFP# 20-006 RFP FOR SAND AND GRAVEL

The City of Carrollton is soliciting requests for proposals from interested vendors to provide the City with sand and gravel for miscellaneous construction and repair projects for various departments/divisions.

SPECIAL CONDITIONS

1. Length of this price agreement shall be for one (1) year with the option to renew for 2 one year renewal periods provided both parties are in agreement.

2. Quantities as shown on the proposal sheet are estimates. The city of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage.

3. The city of Carrollton reserves the right to cancel this agreement upon thirty- (30) days written notice with good cause.

4. Purchase orders will be issued on an as needed basis.

5. F.O.B. - 2711 Nimitz, Carrollton, Texas, freight pre-paid.

6. The city of Carrollton reserves the right to require samples on any item prior to bid award.

7. Weight ticket must accompany all deliveries.

8. The City operates on a fiscal year that ends on September 30th. Because State law states that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

9. All bidders are asked to provide a quart size bag of their material with the bid.

10. The city of Carrollton reserves the right to make a bid award to either one vendor who's bid is the best value for the city, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.

11. **The City of Carrollton is beginning a program to pay our frequently used and higher dollar vendors via ACH (electronic funds transfer). This type of wire transfer would be beneficial to most companies to get you your money faster, and it would also streamline our Accounts Payables function. Would your company be interested in being on this program or at least being made aware of the details? _____**

12. If, due to the volatility of the market, a price increases margin of up to 10% will be allowed above the winning vendor(s) final negotiated price. However the vendor(s) will have to prove to both the Public Works and Purchasing Department that a price increase has taken place. The vendor(s) on this price agreement agree to pass along any price decreases as soon as they become effective, and agree to bring these to the attention of the City.

13. **Proposal of Pricing Worksheet must be submitted via electronically format only; paper Pricing Worksheets will not be accepted**

PART III
ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

The term RFP and BID are used as interchangeable terms in this document.

All:

The following rfp is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). Further, pursuant to City of Carrollton Ordinance No. 3896, Contractor shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this rfp/bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Carrollton. The City of Carrollton is a participating member of the Collin County Governmental Purchasers Forum. As such, the City of Carrollton has executed an interlocal agreement with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price to any other participant in the forum.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business. In addition, the Vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, **and will remain in compliance with all of the above for the term of the bid award**.

SIGNATURE: _____

RFP# 20-006
SAND AND GRAVEL

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

_____
SIGNATURE

_____
DATE

_____
PRINTED NAME **TITLE**

_____
COMPANY NAME **CONTACT PERSON**

_____
MAILING ADDRESS **CITY** **STATE** **ZIP**

_____
PAYMENT ADDRESS **CITY** **STATE** **ZIP**

_____
PHONE NUMBER **FAX NUMBER**

_____
E-MAIL ADDRESS **WEB PAGE**

HUB Vendor Status _____**YES (attach certification)** _____ **NO** _____

HUB VENDORS: HUB Vendors (Historically Underutilized Business) are Vendors whose company is owned by either a minority or woman. If you are classified as a HUB Vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute, which references HUB Vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO BIDS: If response is not received in the form of a "RFP" or "NO RFP RESPONSE" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO BIDS may be faxed to: 972-389-9557_____

ATTACHMENT A - SPECIFICATIONS & COMPLIANCE

Compliance with or variation from the specifications must be noted for each item on the specification sheet. All variations from specification must be noted on the bid form.

CHECK INDICATES MINIMUM COMPLIANCE: √__IT IS THE VENDOR'S RESPONSIBILITY TO PLACE A CHECK MARK NEXT TO ALL ITEMS TO ENSURE COMPLIANCE. FAILURE TO DO SO WILL CAUSE FOR A REJECTION OF YOUR BID.

1. SANDY LOAM - SCREENED

_____1. A good loam shall have the following soil texture not to exceed: 72% sand - 5% silt - 23% clay.

_____2. A soil pH of 6.0 to 7.5 will be acceptable. Organic matter content should be no less than 2% and not to exceed 5% of the total makeup.

_____3. All large rocks and deleterious matter should be removed and screened over a 3/8" vibratory screen or equivalent.

2. PEA GRAVEL - WASHED

___ 1. **Description**: Pea Gravel shall consist of **clean, washed, hard, durable** particles free from adherent coatings, thin or elongated pieces, soft or disintegrated particles, dirt, organic or injurious matter. ***Pea Gravel shall have a percent of whet of not more than 45***

____2. **Deleterious Substance**: The maximum amount of deleterious substances shall not exceed the following percentages by weight:

Material removed by decantation	1.0%
Shale, slate or other similar materials	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%
The sum of all deleterious substances, exclusive of materials removed by decantation shall not exceed by weight and shall be free from a harmful excess of salt, alkali, vegetative matter or other objectionable matter occurring either free or as adherent coatings.	5.0%

____3. **Graduation**: Pea Gravel, when tested by laboratory methods shall meet the following requirements for percentages by weight:

Retained on 1/2 inch sieve	0%
Retained on 3/8 inch sieve	0 to 20%
Retained on No. 4 sieve	40 to 100%
Retained on No. 10 sieve	98 to 100%

____4. Moisture content of this material at delivery shall not be greater than 2% by weight.

3. SCREENED RED CLAY

____1. 90% clay and 10% sand material.

____2. Must be screened with a 3/4" square, metal vibrating screen.

4. TOP SOIL

___1. Heavier clay consistency than and less sand than sandy loam.

5. TOP DRESSING SAND

____1. Topdressing Sand, when tested by **Independent** laboratory methods shall meet the following requirements

____ 2. Washed fine sand with less than 1% clay and less than 1% silt.

____ 3. Free from gravel.

____ 4. Sub-angular to Sub-Rounded particle shape.

____5. An infiltration rate of no less than 25in/hr.

6. BEACHED / WASHED SAND (intended for volleyball courts)

____1. Must be free of any and all rock, clay and debris.

____2. It needs to be non - staining with a lack of bonding.

____3. Needs to be white in color and free of any stones, rocks or trash.

____4. Must be screened to the finest material available to avoid product from packing together.

____ **7. WASHED SAND SPECIFICATIONS – ALL LINES UNDER SECTION 7**

Compliance with or variation from the **minimum** specifications must be noted for each item on the specification sheet. All variations from specification must be noted on the bid form.

7.A GENERAL CHARACTERISTICS

7.1 Fine aggregate shall consist of natural sand

7.2 GRADING

7.2.1 Sieve Analysis-Fine Aggregate, except as provided in 2.2, 2.3, and 2.4, shall be graded within the following limits:

Sieve (Specification E 11)		Percent Passing
3/4 - in	(9.5 mm)	100
No. 4	(4.75 mm)	95 to 100
No. 8	(2.36 mm)	80 to 100
No. 16	(1.18 mm)	50 to 85
No. 30	(600 mm)	25 to 60
No. 50	(300 mm)	10 to 30
No. 100	(150 mm)	2 to 10

7.2.2 The minimum percent shown above for material passing the No 50 (300 um) and No 100 (150 um) sieves may be reduced to 5 and 0, respectively, if the aggregate is to be used in airentrained concrete containing more than 400 lb. of cement per cubic yard (237 kg/m^3) or in nonair-entrained concrete containing more than 500 lb. of cement per cubic yard (297 kg/m^3) or if an approved mineral admixture is used to supply the deficiency in percent passing these sieves. Air-entrained concrete is here considered to be concrete containing air-entraining cement of more than 3%.

7.2.3 The fine aggregate shall have not more than 45% passing any sieve and retained on the next consecutive sieve of those shown in 2.1, and its fineness modules shall be not less than 2.3 or more than 3.1.

7.2.4 Fine aggregate failing to meet the sieve analysis and fineness modulus requirements of 2.1, 2.2, Or 2.3, may be accepted provided that concrete made with similar fine aggregate from the same source has an acceptable performance record in similar concrete construction; or, in the absence of a demonstrable service record, provided that it is demonstrated that concrete of the class specified, made with the fine aggregate under consideration, will have revellent properties at least equal to those of concrete made with the same ingredients, with the exception that a reference fine aggregate be used which is selected from a source having an acceptable performance record in similar concrete construction.

7.2.5 For continuing shipments of fine aggregate from a given source, the fineness modulus shall not vary more than 0.20 from the base fineness modulus. The base fineness modulus shall be that value that is typical of the source. If necessary, the base fineness modulus may be changed when approved by the purchaser.

7.3 DELETERIOUS SUBSTANCES

7.3.1 The amount of deleterious substances in fine aggregate shall not exceed the limits prescribed in Table 1.

7.3.2 ORGANIC IMPURITIES:

7.3.3 Fine aggregate shall be free if injurious amounts of organic impurities. Except as herein provided, aggregates subjected to the test for organic impurities and producing a color darker than the standard shall be rejected.

7.3.4 A fine aggregate failing in the test may be used, provided that, when tested for the effect of organic impurities and strength mortar, the relative strength at 7 days calculated in accordance with Test Method C 87, is not less than 95%.

7.3.5 Fine aggregate for use in concrete that will be subject to wetting, extended exposure to humid atmosphere, or contact with moist ground shall not contain any materials that are deleteriously reactive with the alkalis in the cement in an amount sufficient to cause excessive expansion of mortar or concrete, except that if such materials are present in injurious amounts, the fine aggregate may be used with a cement containing less than 0.60% alkalis calculated as sodium oxide equivalent ($Na_2O + 0.658K_2O$) or with the addition of a material that has been shown to prevent harmful expansion to the alkali-aggregate reaction.

7.4 SOUNDNESS

7.4.1 Except as provided in 7.2 and 7.3, fine aggregate subjected to five cycles of the soundness test shall have a weighted average loss not greater than 10% when sodium sulfate is used or 15% when magnesium sulfate is used.

7.4.2 Fine aggregate failing to meet the requirements of 4.1 may be accepted, provided that concrete of comparable properties, made from similar aggregate from the same source, has given satisfactory service when exposed to weathering similar to that to be encountered.

7.4.3 Fine aggregate not having a demonstrable service record and failing to meet the requirements of 4.1 may be accepted, provided it gives satisfactory results in concrete subjected to freezing and thawing tests as required by Test Method C 666.

TABLE 1 Limits for Deleterious Substances in Fine Aggregate for Concrete

ITEM	WEIGHT OF TOTAL SAMPLE, MAX
Clay lumps and friable particles	**3.0**
Material finer than No 200 (75-um) sieve:	
Concrete subject to abrasion	**3.0**
All other concrete	**5.0**
Coal and lignite:	
Where surface appearance of concrete is of importance	**0.5**
All other concrete	**1.0**

ATTACHMENT B- PRICING PROPOSAL SHEET

20-006 SAND & GRAVEL PRICING PROPOSAL SCHEDULE

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Proposal of Pricing Worksheet must be submitted IN EXCEL FORMAT Only via electronically purchasing.bids@cirtyofcarrollton.com ; paper Pricing Worksheets will not be accepted.

Any substitution from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

ITEM	QTY	DESCRIPTION	DELIVERED UNIT PRICE
1.	5000 TONS	SANDY LOAM	
	LOAD SIZE:_____		PRICE/TON:_____
2.	1000 TONS	3/8" PEA GRAVEL	
	LOAD SIZE:_____		PRICE/TON:_____
3.	50 TONS	SCREENED RED CLAY	
	LOAD SIZE:_____		PRICE/TON:_____
4.	1000 TONS	TOP SOIL	
	LOAD SIZE: _____		PRICE/TON: _____
5.	750 TONS	TOPDRESSING SAND	
	LOAD SIZE: _____		PRICE/TON: _____
6.	20 TONS	BEACHED/WASHED SAND (FOR VOLLEYBALL FIELD)	
	LOAD SIZE:_____		PRICE/TON:_____

The expected load size will be between 25-27 tons per load for items 1- 6

7. 5,000 TonsWashed Concrete Sand	UNIT PRICE	TOTAL PRICE
Price per Ton - Delivered	_____	_____
Price per Ton – Pick Up	_____	_____

ESTIMATED DELIVERY TIME: _____

Pick up site for product:_____

ATTACHMENT C

REFERENCES

Please list at least three references of governments, individuals or companies that have used your services. Use additional pages as needed. Additional consideration will be given to governmental references.

1. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

2. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

3. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

ATTACHMENT D

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

_____ _____

Agent Signature Printed Name

_____

Name of Insurance Carrier

_____

Address of Agency City State Zip

_____

Phone # Fax # Email Address

_____

Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this _____ day of _____, 2020.

(seal)

_____

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Ebonie Williams, City of Carrollton Purchasing at 972-466-3105.

ATTACHMENT E

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires that any Vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the city of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

> The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than $23,500, then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:
(1) A Class C misdemeanor if the contract amount is less than $1 million or if there is no contract amount for the contract;
(2) A Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
(3) A Class A misdemeanor if the contract amount is at least $5 million.
The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT F
CERTIFICATE OF INTERESTED PARTIES

Form 1295 (Certificate of Interested Parties attached) must be submitted through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information is found at the following link:

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

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

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

ATTACHMENT G

Request for Proposal Criteria/ Market Conditions:

This is a Request For Proposal for Sand and Gravel. It is the City of Carrollton's preference to award this contract to one vendor but the City reserves the right to choose secondary vendors also. An RFP allows for price negotiations after the bid opening, so Carrollton has chosen this bid format as a way of protecting vendors against future price increases. We have also built into this bid the ability to increase or decrease prices based on market conditions and verification. Both are listed below.

MARKET CONDITIONS

The City is aware of the extreme market fluctuations occurring for fuel increases related to the delivery/transportation of this product, so we are striving to arrive at a bid format that satisfies state bid law and also protects vendors against future price increases. To protect the vendor and the City, we will ask your company to establish a baseline price for the commodities listed. Prices can be negotiated after bids are opened. Then, based on increases and decreases that occur to the listed products over the term of the agreement, the City will allow increases or decreases in the same amount as the market changes. However, the winning vendor(s) will be asked to provide periodic documentation proving a change in price has occurred. If prices decrease over the term of this agreement, the winning vendor(s) will be expected to pass along those decreases in pricing. The City will assume that by submitting a bid under this format that your company agrees to this market protection. If you have a different method of price protection, please state it below:

_____

_____

MARKET VERIFICATION

Please state below the method of how your company proposes to confirm price changes to the City for commodities on this RFP:

_____

_____

RFP EVALUATION

The RFP will be awarded using the following criteria:

Pricing of requested service ..... 50 %
Vendor History, References and Delivery Performance ..... 25 %
Quality of Product 25%

RFP AWARD AND PRICING

After your response to this RFP is submitted, the City will negotiate a final price which is then approved by City Council. Prior to City Council approval, if any market changes occur the responding vendor must notify the Purchasing department of this immediately. Once this Council approval occurs, pricing will be subject to the Market Verification terms listed above for price increases and decreases.

Winning vendor(s) agree to commit to a year contract with the City of Carrollton to supply requested items. This contract will be renewable with or without price increases if mutually agreed upon by the Public Works/Purchasing Department and the vendor(s) for an additional two – one year renewal periods. After the award, vendors who have been awarded a contract and wish to propose adjusted pricing to the agreement due to changes in the market must do so through certified mail or via e-mail to the Purchasing Department. Documentation verifying the reason for the price increase must be sent as part of the request. Upon review of adjusted proposals, the City of Carrollton may elect to dissolve the existing contract upon its expiration date or accept the vendor's proposal.