

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Street Construction Materials
Bid No. # 23-01

Sealed bids will be received until 2:00 p.m. on
Wednesday, October 05, 2022

Electronically submit bids to Negometrix E-Bidding Site:
(<https://appidentity.negometrix.com/Account/Login>)

OR

City of Killeen
Attn: Purchasing Division
802 N. 2nd St. Building E, 2nd Floor
Killeen, Texas 76541

CITY OF KILLEEN
BID # 23-01 STREET CONSTRUCTION MATERIALS
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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 23-01
Street Construction Materials
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Street Construction Materials* through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, Killeen, Texas 76541, until 2:00 p.m. on Wednesday, October 05, 2022. Bid submissions shall be plainly marked with the name and address of the bidder and **"BID NO. 23-01 STREET CONSTRUCTION MATERIALS"**. Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://appidentity.negometrix.com/Account/Login>.

Bids will be opened and read aloud through zoom online video conferencing at 2:15 p.m. CST on October 05, 2022. Zoom access is shown below. The general public will not be allowed inside the facility.

Join Zoom Meeting:

<https://zoom.us/j/91733258995?pwd=bmJTaXRHWnhrQzQvNHlzMGJLZkdxdz09>

Meeting ID: 917 3325 8995

Passcode: 029323

Call: 1- 346 -248- 7799

No pre-bid conference will be held. Bid questions will be accepted via email by Lorianne Luciano at solicitationquestion@killeentexas.gov *or* via Negometrix e-bidding site, through September 28, 2022 at 2:00pm.

Questions will be answered in the form of an addendum and posted to the City's website within 48 hours. It is the bidder's responsibility to obtain and acknowledge all addendums and include with bid submittals.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/Bids.aspx>) Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>) and Negometrix E-Bidding site (<https://appidentity.negometrix.com/Account/Login>)

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano
Director of Procurement & Contract Management

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that **sealed bids, in duplicate, for Street Construction Materials** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received electronically through the City's Negometrix e-bidding site **or** at the City of Killeen Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, # 215, Killeen, TX, 76541, until the hour of **2:00 p.m. Wednesday, October 05, 2022**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

All items in this bid are considered part of the bid package. **Submittals must include the required sections submitted per the "Bidder's Checklist"; signed in the appropriate places by an authorized representative of the company with an original signature.** Bids not including all of the requirements will be considered non-responsive. The package must be in the order required. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, one (1) original, signed and initialed where indicated in ink (not pencil), and (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible. The City of Killeen reserves the right to reject any or all bids and evaluate any or all submittals prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 23-01, Street Construction Materials.** **All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to SolicitationQuestions@killeentexas.gov prior to **or** via the Negometrix e-bidding site **2:00 p.m. on Wednesday September 28, 2022**. Please indicate "Bid No. 23-01, Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be posted on the City website, Negometrix, Demand Star and Electronic State Business Daily. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Description of Products / Services	Est. Quantity	Unit Price	Est. Price	Location of Plant
			\$	\$
			\$	\$
			\$	\$
		TOTAL	\$	\$

Any request in price change with supporting documentation shall be sent to only:

**City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Building E, 2nd Floor
Killeen TX 76541**

On the envelope place “Price Change Notification Bid No. 23-01”

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bid does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to lluciano@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

The City reserves the right to withdraw this ITB for any reason.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids in a manner described in section 10 of the General Terms and Conditions. Contracts may be awarded to each lowest responsible bidder. During the evaluation process, the City may initiate discussions with vendors. Discussions may not be initiated by offerers. These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics shall be grounds for disqualification.

The city reserves the right to purchase from the next most responsible bidder for failure to provide specified material at time of order or if materials are not available at time specified.

The anticipated date of the notice of award is November 30, 2022.

Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

Minimum Qualifications:

Vendors must have a minimum of two years of continuous operation in providing requested services:

Has the company operated in this capacity for at least 2 years without interruption? Yes: ____ No: ____

Indicate the company's first year of business operation: _____

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the ITB. City will furnish Excise Tax Exemption Certificate upon request. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. Bidder shall resolve discrepancies within thirty (30) days.

No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the City of Killeen, Attn: Transportation 3201A South W.S. Young Drive, Killeen, TX 76542.

Department name should reflect the City Department ordering materials.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: % _____. Specify terms: _____
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Delivery Information:**Holidays**

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- ☐ New Year's Day
- ☐ Martin Luther King Day
- ☐ President's Day
- ☐ Good Friday
- ☐ Memorial Day
- ☐ Juneteenth
- ☐ Independence Day
- ☐ Labor Day
- ☐ Veteran's Day
- ☐ Thanksgiving Day

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after hour's emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

Cooperative Governmental Purchasing Notice

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ Yes, Others can purchase ☐ No, Only the City of Killeen can purchase.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

Point of contact to resolve issues (delivery or invoice):

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

FAX: _____

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
After Hours Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

III. CITY OF KILLEEN TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (<https://appidentity.negometrix.com/Account/Login>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at lluciano@killeentexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or if applicable, the responsible bidder who provides goods or services at the most advantageous value for the municipality based on, but not limited to, various factors. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the

Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- * Falsification of information provided in bid response.
- * Non-observance of safety requirements.
- * Failure to meet requirements of federal, state, or local law, as applicable, including employment.
- * Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | * Reputation of bidder and of bidder goods and services |

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government

may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.”

- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”
- (h) The city reserves the right to purchase from the next most responsible bidder for failure to provide specified material at time of order or if materials are not available at time specified.

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated, therefore. Lessor agrees that no lease

will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.

- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then:
(1) City shall give immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to all of the equipment covered by the agreement, at City's sole expense; (3) the affected agreement shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the payments due under an agreement.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

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 Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

16. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

17. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

18. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

19. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

20. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

Each Person - \$500,000

(1) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

21. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

22. Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

23. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24. Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

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

FORM CIQ

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by 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?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

V. DISCLOSURE OF INTERESTED PARTIES

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

VI. REFERENCES

REFERENCES

Include below three references:

Reference #1

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____

Reference #2

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____

Reference #3

Company Name _____
Address _____

Type of Business _____
Contact Person _____
Telephone and Fax #'s _____

VII. STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the “Owner.” and _____, of the City of _____, Counties of _____, and the State of Texas, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 23-01 Street Construction Materials and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Description of Products / Services	Est. Quantity	Unit Price	Est. Price	Location of Plant
		\$	\$	
		\$	\$	
		\$	\$	

Line items per outlined attached bid tabulation based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 23-01, Street Construction Materials - Specifications

Term of Contract:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

City of Killeen
Attn: Purchasing Division

802 N. 2nd Street
Building E, 2nd Floor, Rm #215
Killeen TX 76541

On the envelope place “Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Acknowledgement – ‘Boycott Energy Companies’

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase** ☐ **No, Only the City can purchase.**

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01 -

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

CONTRACTOR

By: _____
City of Killeen

By: _____
Contractor Name

Date

Date

City Manager
Title of Signatory

Printed Name of Signatory

Title of Signatory, Authorized Representative

ATTEST (as applicable)

VIII. BID FORM

BID FORM

Prices shall include all fees (including all environmental fees). No other itemized charges shall be listed for each item. Bid will be awarded on a 'per item' basis. Vendors may bid on any or all of the items below. Bidders do not have to bid on all items. The city reserves the right to purchase from the next most responsible bidder for failure to provide specified material at time of order or if materials are not available at time specified.

Description of Products / Service		Est. Quantity	Unit Price	Est. Price	Location of Plant / Mine
1.	Concrete, 3,000 PSI	3,500 c.y.	\$ _____ per cubic yard	\$ _____	_____
	Concrete, 3,000 PSI plus 2% calcium	500 c.y.	\$ _____ per cubic yard	\$ _____	_____
		325 c.y.	\$ _____ per cubic yard	\$ _____	_____
	Concrete, 4,000 PSI	325 c.y.	\$ _____ per cubic yard	\$ _____	_____
	Concrete, 4,000 PSI plus 2% calcium	250 c.y.	\$ _____ per cubic yard	\$ _____	_____
	8 Sac Grout				
	(as specified in Specifications 1.0)				
2.	Bedding Material				
	3/8" F FOB Plant	1,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	1,000 tons	\$ _____ per ton	\$ _____	_____
	1/2" D FOB Plant	1,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	1,000 tons	\$ _____ per ton	\$ _____	_____
	1" D FOB Plant	1,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	1,000 tons	\$ _____ per ton	\$ _____	_____
	(as specified in Specifications 2.0)				

3.	Thermoplastic – White	30,000 lbs.	\$ _____ per pound	\$ _____	_____
	Thermoplastic – Yellow	15,000 lbs.	\$ _____ per pound	\$ _____	_____
	Thermoplastic – Black	8,000 lbs.	\$ _____ per pound	\$ _____	_____
	(as specified in Specifications 3.0)				
4.	Crack seal Material – Polyflex III	100,000 lbs.	\$ _____ per pound	\$ _____	_____
	(as specified in Specifications 4.0)				
5.	Type D Asphalt FOB Plant	25,000 tons	\$ _____ per ton	\$ _____	_____
	Type C Asphalt FOB Plant	1,500 tons	\$ _____ per ton	\$ _____	_____
	Cold Mix Asphalt FOB Plant	2,500 tons	\$ _____ per ton	\$ _____	_____
	Cold Mix Asphalt FOB Destination	2,500 tons	\$ _____ per ton	\$ _____	_____
	(as specified in Specifications 5.0)				
6.	Quality Sandy Loam (Topsoil) FOB Plant	4,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	10,000 tons	\$ _____ per ton	\$ _____	_____
	(as specified in Specifications 6.0)				
7.	Base Material				
	FOB Plant	9,800 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	13,000 tons	\$ _____ per ton	\$ _____	_____
	(as specified in Specification 7.0)				

8.	Rip Rap Rock 18-24” FOB Plant	1,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	1,500 tons	\$ _____ per ton	\$ _____	_____
	Rip Rap Rock 12-18” FOB Plant	1,000 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	1,500 tons	\$ _____ per ton	\$ _____	_____
	Rip Rap Rock 8-12” medium FOB Plant	500 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	500 tons	\$ _____ per ton	\$ _____	_____
	Rip Rap Rock 3-5” FOB Plant	1,500 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	5,500 tons	\$ _____ per ton	\$ _____	_____
	(as specified in Specifications 8.0)				
9.	Glass Traffic Beads				
	FOB Plant	2,500 lbs.	\$ _____ per lbs.	\$ _____	_____
	FOB Destination	2,500 lbs.	\$ _____ per lbs.	\$ _____	_____
	TXDOT Item # 666 TXDOT Material Specifications DMS-8290 (as specified in Attachments)				
10.	Crusher Fines				
	FOB Plant	2,500 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	2,500 tons	\$ _____ per ton	\$ _____	_____
	(As Specified in Specifications 10.0)				

11.	M-Sand (Manufactured Sand)				
	FOB Plant	2,500 tons	\$ _____ per ton	\$ _____	_____
	FOB Destination	2,500 tons	\$ _____ per ton	\$ _____	_____
	(As Specified in Specifications 11.0)				

Exceptions to specifications listed for items that are bid (list item number and type of exception):

Additional Questions:

Can delivery be made as specified in the specifications? Yes: ____ No: ____

When can delivery be made after award (number of days)? ____

Has an owner of the company been convicted of a crime within the past 10 years? Yes: ____ No: ____

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: ____ No: ____

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: ____ No: ____

Does any employee or official of the City have any financial or other interest in your firm? Yes: ____ No: ____

Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)? Yes: ____ No: ____

If no, describe differences: _____

Insurance Broker Name: _____

Insurance Broker Phone: _____

Insurance Broker Fax: _____

Are there claims that are pending against this insurance policy?

Yes: ____ No: ____

If yes, describe: _____

List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:

IX. SPECIFICATIONS

All specifications and special provisions applicable to this project are identified as follows:

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City’s need for Street Construction Materials. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If “exception” is the response, an explanation of the exception must be attached.

This specification covers the minimum requirements for Street Construction Materials. The Materials will be used by various City Departments. All invoices should be referred as “Attn: _____ (Department placing order). The City reserves the right to purchase material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at the time requested. Please note the City’s holiday listing noted in the information and instructions to bidders sections that may affect the delivery date of an order. Some space has been provided for bidder’s comments in Sections 1.0 – 11.0 in the ITB form under exceptions.

The city reserves the right to purchase from the next most responsible bidder for failure to provide specified material at time of order or if materials are not available at time specified.

1.0 CONCRETE REQUIREMENTS	BIDDER COMMENTS
<p>3,000 or 4,000 psi concrete</p> <p>Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with minimum compressive strength (3,000 or 4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$150.00/hour, including any partial hour, will be assessed.</p> <p>3,000 or 4,000 psi concrete with 2% calcium</p> <p>Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with 2% calcium minimum compressive strength (4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$150.00/hour, including any partial hour, will be assessed.</p> <p>8 Sack Grout – orders will typically be placed in association with the placement of curb and gutter. Delivery will be within 1 hour of order placement. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$250.00/hour, including any partial hour, will be assessed.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p> <p>Quantities will vary on order placement</p>	

2.0 BEDDING MATERIAL REQUIREMENTS				BIDDERS COMMENTS
3/8" TO 1" – CRUSHED STONE OR WASHED ROCK FOB DESTINATION				
Bedding Material shall be of Limestone, River Rock, or Granite.				
	3/8" F	1/2" D	1" D	
Sieve Size	% Retained	% Retained	% Retained	
3/4"	0	0	0-15	
1/2"	0	0	40-60	
3/8"	0-2	5-25	70-80	
4m	40-85	80-100	95-100	
10m	95-100	96-100	----	
FOB PLANT				
	3/8" F	1/2" D	1" D	
Sieve Size	% Retained	% Retained	% Retained	
3/4"	0	0	0-15	
1/2"	0	0	40-60	
3/8"	0-2	5-25	70-80	
4m	40-85	80-100	95-100	
10m	95-100	96-100	----	
<p>All Bedding shall be well blended mix</p> <p>Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>				

3.0 THERMOPLASTIC REQUIREMENTS	BIDDERS COMMENTS
<p>Thermoplastic - White Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 WHITE in color. Material shall be delivered within 10 business days of order placement.</p> <p>Thermoplastic – Yellow Thermoplastic shall be Texas Specification Alkaloid Granular Thermoplastic conforming to Texas Department of Transportation specification item 666.2 Type I Marking Materials Specification D-9-8200 YELLOW in color. Material shall be delivered within 10 business days of order placement.</p> <p>Thermoplastic – Black Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 BLACK in color. Material shall be delivered within 10 business days of order placement.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	
4.0 CRACKSEAL POLYFLEX III MATERIAL REQUIREMENTS	BIDDERS COMMENTS
<p>Material shall be Polyflex III as specified by Crafcro Incorporated. Material shall be delivered within seven (7) business days of order placement.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

5.0 ASPHALT MATERIAL REQUIREMENTS	BIDDERS COMMENTS
<p>TYPE D ASPHALT REQUIREMENT – F.O.B. PLANT</p> <p>Asphalt shall be Texas Department of Transportation Item 340 Type D Hot Mix Asphalt. Pick up shall be made available by 8:00 am on the same day of order placement unless otherwise specified by the City.</p> <p>TYPE C ASPHALT REQUIREMENTS – F.O.B. PLANT</p> <p>Asphalt shall be Texas Department of Transportation Item 340 Type C Hot Mix Asphalt. Pick up shall be made available by 8:00 am on the same day of order placement unless otherwise specified by the City.</p> <p>COLD-MIX ASPHALT FOB DESTINATION</p> <p>Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall be delivered within five (5) business days of order placement.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p> <p>COLD-MIX ASPHALT FOB PLANT</p> <p>Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall be delivered within five (5) business days of order placement.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

6.0 QUALITY SANDY LOAM (TOP SOIL) REQUIREMENTS	BIDDERS COMMENTS
<p>FOB DESTINATION</p> <p>Screened Sandy Loam/Top Soil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than ¼ inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than ¼ inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Top Soil shall be free of any aggregate larger than ¼ inch or larger</p> <p>Screened Sandy Loam / Top Soil shall consist of no more that 10% - 15% sand or mixture of sand.</p> <p>Screened Sandy Loam must contain no less than 3%, or more than 20% organic material or humuc.</p> <p>Delivery shall be within one (1) hour of the time agreed upon during each order placement. Late deliveries shall be charged back to the vendor at the rate of \$50.00 per hour after the first hour.</p> <p>FOB PLANT</p> <p>Screened Sandy Loam/Top Soil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than ¼ inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than ¼ inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Top Soil shall be free of any aggregate larger than ¼ inch or larger</p> <p>Pick up shall be made available by 8:00 a.m. on the same day of order placement unless otherwise specified by the City.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

7.0 BASE MATERIAL REQUIREMENTS	BIDDERS COMMENTS
<p data-bbox="196 212 493 243">FOB DESTINATION</p> <p data-bbox="196 285 1243 499">The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Delivery shall be made using bobtail trucks. The configuration of the City stockpile area will not accommodate 18 wheel tractor trailers with end dumps or lowboy trailers.</p> <p data-bbox="196 541 380 573">FOB PLANT</p> <p data-bbox="196 615 1243 720">The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better.</p> <p data-bbox="196 762 1243 905">Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.</p> <p data-bbox="196 947 1243 1052">The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

8.0 RIP RAP ROCK REQUIREMENTS	BIDDERS COMMENTS
<p>FOB DESTINATION</p> <p>Rip-Rap Rock shall be of Edward Limestone and shall be 18-24 inches in diameter.</p> <p>Rip-Rap Rock shall be of Edward Limestone and shall be 12-18 inches in diameter.</p> <p>Rip Rap Rock shall be of Edward Limestone and shall be 8-12 med. Inches in diameter.</p> <p>Rip-Rap Rock shall be of Edward Limestone and shall be 3-5 inches in diameter.</p> <p>Rip Rap Rock FOB Destination will be ordered in full truckload quantities, maximum of 25 tons.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p> <p>FOB PLANT</p> <p>Rip Rap Rock shall be of Edward Limestone and shall be 18-24 inches in diameter.</p> <p>Rip Rap Rock shall be of Edward Limestone and shall be 12-18 inches in diameter.</p> <p>Rip Rap Rock shall be o Edward Limestone and shall be 8-12 med. inches in diameter.</p> <p>Rip Rap Rock shall be of Edward Limestone and shall be 3-5 inches in diameter.</p> <p>Rip Rap Rock Pick up shall be made available by 8:00 a.m. on the same day of order placement unless otherwise specified by the City.</p> <p>Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

9.0 GLASS TRAFFIC BEADS REQUIREMENTS	BIDDERS COMMENTS
<p>FOB PLANT AND / OR DESTINATION</p> <p>All traffic beads must meet the TXDOT (Texas Department of Transportation requirements. These are based on Item # 666 Reflective Pavement Markings and TXDOT Material Specifications DMS-8290</p> <p>(See specifications included in bid packet)</p>	
10.0 CRUSHER FINES	BIDDER COMMENTS
<p>A. Aggregate: Crushed stone shall consist of inert materials that are hard, durable, with stone free from surface coatings and deleterious materials.</p> <p>B. R-Value minimum of 70 determined by ASTM D 2488 Methodology (R-value is a measure of wear resistance).</p> <p>C. Sand Equivalent: - an engineering measurement of the proportion of sand to silt and clay will stay at a range of 30-55, as determined by ASTM D 2419 methodology</p> <p>FOB PLANT / DESTINATION</p> <p>Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

11.0 M-SAND (MANUFACTURED SAND)	BIDDER COMMENTS
<p>A. Substitute for river sand, crushed hard granite stone / Limestone Rock, cubical shaped with grounded edges, washed, and graded.</p> <p>B. Particles generally range in size from 1/8” to fine powder or less than 4.75mm</p> <p>FOB PLANT / DESTINATION</p> <p>Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.</p> <p>The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.</p>	

ATTACHMENTS

Item 666

Retroreflectorized Pavement Markings



1. DESCRIPTION

Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings.

2. MATERIALS

2.1. Type I Marking Materials. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. Type II Marking Materials. Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. Glass Traffic Beads. Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads" or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

2.4. Labeling. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

3. EQUIPMENT

3.1. General Requirements. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application,
- applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment,
- has an automatic cut-off device with manual operating capabilities to provide clean, square marking ends,
- is capable of producing the types and shapes of profiles specified, and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

When pavement markings are required to meet minimum retroreflectivity requirements on the plans:

- Use a mobile retroreflectometer approved by the Construction Division and certified by the Texas A&M Transportation Institute Mobile Retroreflectometer Certification Program.
- Use a portable retroreflectometer that:
 - uses 30-meter geometry and meets the requirements described in ASTM E1710;

- has either an internal global positioning system (GPS) or the ability to be linked with an external GPS with a minimum accuracy rating of 16 ft. 5 in., in accordance with the circular error probability (CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument);
- can record and print the GPS location and retroreflectivity reading for each location where readings are taken.

3.2.

Material Placement Requirements. Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken non-profile markings per working day at the specified thickness;
- at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, uniform cross-section with a tolerance of $\pm 1/8$ in. per 4 in. width, uniform thickness, and reasonably square ends;
- skip lines between 10 and 10-1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

4.

CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1.

General. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- **Type I Marking Application**—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- **Type II Marking Application**—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,
- that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross-section, density and thickness,
- with clean and reasonably square ends,
- that are retroreflectorized with drop-on glass beads, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated on the plans, or in the specifications, at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

- 4.2. **Surface Preparation.** Prepare surfaces in accordance with this Section unless otherwise shown on the plans.
- 4.2.1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces.** Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.
- 4.2.2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing).** Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
- 4.2.3. **Sealer for Type I Markings.** Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing or in accordance with Section 666.4.2.1., "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.
- 4.3. **Application.** Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.
- 4.3.1. **Type I Markings.** Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

- 4.3.1.1. **Non-Profile Pavement Markings.** Apply Type I non-profile markings with a minimum thickness of:
- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"
 - 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
 - 0.090 in. (90 mils) for all other Type I markings.

The maximum thickness for Type I non-profile markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

- 4.3.1.2. **Profile Pavement Markings.** Apply Type I profile markings with a minimum thickness of:
- 0.060 in. (60 mil) for edgeline markings, or
 - 0.090 in. (90 mil) for gore and centerline/no-passing barrier line markings.

In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.

- 4.3.2. **Type II Markings.** Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.

- 4.3.3. **Bead Coverage.** Provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.

- 4.4. **Retroreflectivity Requirements.** When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:

- White markings: 250 millicandelas per square meter per lux (mcd/m²/lx)
- Yellow markings: 175 mcd/m²/lx

- 4.5. **Retroreflectivity Measurements.** Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor's discretion.

- 4.5.1. **Mobile Retroreflectometer Measurements.** Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with Special Specification, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The Engineer may accept failing one-mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

If the markings do not meet minimum retroreflectivity after 10 days of this second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.2.

Portable Retroreflectometer Measurements. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe once at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fails. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fall below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.3.

Traffic Control. Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, "Temporary Road Closure" in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

4.6.

Performance Period. All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

5. MEASUREMENT

This item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

6. PAYMENT

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified, "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness specified as applicable, "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified or "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this item.

Work-zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

DMS-8290, Glass Traffic Beads

Overview

Effective Date: March 2001 – April 2003.

This specification shall govern for the materials, composition, quality, sampling, and testing of glass traffic beads.

Bidders' and/or Suppliers' Requirements

All prospective bidders and/or suppliers are notified that, before any material is considered, it shall be of manufacture and product code or designation shown on the list of approved manufacturers of materials covered by this specification and maintained by CST/M&P of TxDOT.

Sampling and Testing

Sampling shall be in accordance with Test Method "Tex-830-B, Sampling Traffic Beads."

Testing shall be in accordance with the methods listed in 'Material Requirements' of this specification.

Packaging and Labeling

Packaging

Beads purchased by state requisition shall be packaged in 22.7 kilograms (50 pound) bags constructed as follows:

- ♦ The bags shall be a minimum of five (5) plies, consisting of two (2) plies of 22.7 kilograms (50 pounds) weight (minimum) natural Kraft paper, one (1) ply of 0.02 millimeter (0.8 mil) high density polyethylene, and two (2) plies of 22.7 kilograms (50 pounds) weight (minimum) natural Kraft paper.
- ♦ Seams in the bag walls shall have strength equal to the paper. The bottom and top seam shall be sewn with cotton thread and covered with 40.9 kilograms (90 pounds) crepe tape, or shall be pinch, bottom-style paper bags having glued top and bottom seams.
- ♦ The bag shall permit no leakage of beads.

Glass traffic beads purchased by the Contractor for use on highway projects shall be packaged in 22.7 kilograms (50 pound) bags or bulk containers of a mutually agreed upon quality.

Labeling

Each container of glass traffic beads shall be distinctly marked and show the following:

- ◆ The name of the manufacturer
- ◆ Traffic beads and type
- ◆ Purchase order number
- ◆ Identification such as lot or load number so that the traffic beads may be identified with quantities not exceeding 22,000 kilograms (48,000 pounds) in weight, and
- ◆ Net weight.

Material Requirements

Glass traffic beads shall meet the following requirements:

General

- ◆ Manufactured predominately from recycled glass
- ◆ Spherical in shape
- ◆ Essentially free of sharp angular particles
- ◆ Essentially free of particles showing milkiness, surface imperfections, or air bubbles, and
- ◆ Water white in color.

Contaminants

- ◆ Contain less than 1/4 of one (1) percent moisture by weight
- ◆ Be free of trash, dirt, etc., and
- ◆ Show no evidence of objectionable static electricity when flowing through a regular traffic-bead dispenser.

Gradation

All glass traffic beads shall meet gradation requirements when tested in accordance with Test Method "Tex-831-B, Determining the Gradation of Glass Traffic Stripe Beads."

Sieve analysis for Types I, II, and III – Material collected in the pan shall be 2% maximum.

◆ Type I

Glass Traffic Bead Gradation Requirements		
Opening (Micrometers)	Opening – U.S. Standard Sieves	Percent Retained
850	(No. 20 Sieve)	0
600	(No. 30 Sieve)	5 – 20
300	(No. 50 Sieve)	50 – 80
150	(No. 100 Sieve)	10 – 35

◆ Irregular Particles

- Glass traffic beads, retained on any screen used to determine gradation requirements, shall not contain more than 30 percent (by weight) of irregular shaped particles.

◆ Type II

Glass Traffic Bead Gradation Requirements		
Opening (Micrometers)	Openings – U.S. Standard Sieves	Percent Retained
850	(No. 20 Sieve)	3 – 10
600	(No. 30 Sieve)	20 – 40
425	(No. 40 Sieve)	30 – 50
300	(No. 50 Sieve)	15 – 35
180	(No. 80 Sieve)	0 – 10

◆ Irregular Particles

- Glass traffic beads, retained on any screen, except the 850 micrometers (No. 20) used to determine gradation requirements, shall not contain more than 30 percent (by weight) of irregular shaped particles when tested in accordance with Test Method "Tex-832-B, Determining the Roundness of Glass Spheres."
- The 850 micrometers (No. 20 sieve) shall have 35 percent (by weight) maximum allowed irregular particles that shall be determined by visual inspection.

◆ Type III

Glass Traffic Bead Gradation Requirement		
Opening (Micrometers)	Openings – U.S. Standard Sieve	Percent Retained
1700	(No. 12 Sieve)	0
1400	(No. 14 Sieve)	0 – 5
1180	(No. 16 Sieve)	5 – 20
1000	(No. 18 Sieve)	40 – 80
850	(No. 20 Sieve)	10 – 40
710	(No. 25 Sieve)	0 – 2

◆ Roundness

- Roundness will be determined visually using an aspect ration of 1.2 maximum according to Test Method "Tex-832-B, Determining the Roundness of Glass Spheres." A composite sample of beads retained on sieve numbers 18, 20, and 25

shall contain a minimum of 80% round spheres. A composite sample of the beads retained on sieve numbers 12, 14, and 16 shall contain a minimum of 75% round spheres.

♦ **Adhesion Coating**

- These beads shall come supplied with an adhesion coating, which will promote adhesion to both waterborne traffic paint and thermoplastic pavement marking material. The presence of the adhesion coating shall be tested according to Texas Test Method "Tex-833-B, Identifying Adhesion Coatings on Traffic Beads."

Index of Refraction

Glass traffic beads, when tested by Test Method "Tex-822-B, Determining Refractive Index of Glass Beads," using the liquid immersion method at 25 °C (77 °F), shall show an index of refraction within the range of 1.50 to 1.55.

Stability

Glass traffic beads shall show no tendency toward decomposition, surface etching, change in retroreflective characteristics, or change in color after:

- ♦ One hour exposure to concentrated hydrochloric acid at 25 °C (77 °F),
- ♦ 24-hour exposure to weak alkali, and
- ♦ 100 hours of Weather-Ometer (Atlas Sunshine Type) exposure (ASTM G 23, Method 1, Type EH).

Quality Monitoring Program (QMP)

Qualification

Manufacturers who desire to qualify their product for the QMP should contact the Texas Department of Transportation, Construction Division, Director of Materials & Pavements Section (CP51), 125 East 11th Street, Austin, TX 78701-2483.

Upon request for qualification, a representative from CST/M&P will inspect the manufacturer's facilities. The manufacturer must show that it has quality control (QC) facilities that actively participate in the quality control of the product as determined by Test Method "Tex-820-B, Accrediting Quality Control (QC) Facilities."

The product must then meet the following requirements:

- ♦ Be of stable design, which means that there have been no substantive design changes (changes in composition or manufacturing process) which might affect the quality of the product,
- ♦ Have been manufactured on a continuous basis for at least six (6) months, and
- ♦ Have 10 consecutive lots pass all the material requirements of this specification.

If any of the three requirements listed above are not met, then the product cannot be placed on the QMP.

Sampling

Once approved for the QMP, the sampling frequency will be one composite sample per 227,000 kilograms (500,000 pounds) of material produced or one composite sample per 30 days if less than 227,000 kilograms (500,000 pounds) per month of material is produced.

Sampling will be performed at the manufacturer's facilities by either a TxDOT representative or an approved inspector.

Additionally, check samples will be taken from any warehouse or TxDOT project at least twice within a 12-month period.

Probation

Once on the QMP, if an inspected lot does not meet any of the material requirements, then the product will be placed on probation. All lots will be inspected during probation.

The quality monitoring sampling frequency will be reinstated if four (4) consecutive lots meet the material requirements during probation.

Disqualification

If any of the following conditions are met, then the product will be disqualified from the QMP:

- ◆ A lot is rejected during probation,
- ◆ No production activity for two months,
- ◆ The supplier deviates from supplier qualifications or product qualifications, or
- ◆ The Director of CST/M&P decides to return to lot by lot inspection.

Requalification

Material disqualified from the QMP may be submitted for requalification only after one year has elapsed from the time of disqualification.

To requalify, the material must pass the qualification phase again.

ADDITIONAL REQUESTED INFORMATION AND BIDDERS CHECKLIST

Bidders Checklist

Bidder Initial	Staff Initial	TITLE	REQUIREMENT
		One Original Paper Copy of required areas	Review, Fill, and Submit
		One Media Source (Jump/Thumb Drive)	Same as Original Paper Copy (Not Required if submitting electronically)
		Relevant Brochures or catalogs	Paper / Electronic
		Terms of Contract and Options	Review, Fill, and Submit
		Pricing and Term Renewals	Review, Fill, and Submit
		Minimum Qualifications	Review, Fill, and Submit
		Payment Terms	Review, Fill, and Submit
		Procurement Card	Review, Fill, and Submit
		Delivery Information	Review
		Emergency Business Service Contact Notice	Review, Fill, and Submit
		Cooperative Governmental Purchasing Notice	Review, Fill, and Submit
		Point of Contact to Resolve Issues	Review, Fill, and Submit
		Copyright material	Review
		Signature Addenda, Addenda notated (if any)	Review, Fill, and Submit
		Bidder Contact Information	Review, Fill, and Submit
		W9 Vendor Form	Review, Fill, and Submit
		ACH Electronic Check Form	Review, Fill, and Submit
		Terms and Conditions	Review, Fill, and Submit
		Conflict of Interest Questionnaire Form (CIQ)	Review, Fill, and Submit
		Certificate of Interested Parties (File Online @ www.ethics.state.tx.us?File)	Review, Fill, and Submit printed copy with bid
		References	Review, Fill, and Submit
		Standard Form of Agreement	Review
		Bid Form	Review, Fill, and Submit
		Specifications, notating exceptions	Review, Fill, and Submit (Mark NA if required)
		Additional Requested Information	Review, Fill, and Submit
		Attachments	Review
		Bidders Checklist	Review, Fill, and Submit