



CITY OF BEAUMONT
BEAUMONT, TEXAS

BID FOR: ROAD MATERIALS -
SIX (6) MONTH CONTRACT FOR LIME SLURRY

BID NUMBER: BF0710-46

BIDS DUE: THURSDAY, AUGUST 12, 2010 PRIOR TO 2:00 P.M.

SUBMIT BID TO: This is a FORMAL BID and must be submitted to:

City Clerk's Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701

You may submit your bid by mail, overnight delivery, or in person.
Formal bids will not be accepted by fax or e-mail.

PURCHASING DIVISION

For Bid Results Monday - Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720.

www.cityofbeaumont.com/purchasing

NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125 prior to 2:00 p.m., local time, Thursday, August 12, 2010 and all bids will be opened and publicly read in the City Council Chambers on that date for:

ROAD MATERIALS - SIX (6) MONTH CONTRACT FOR LIME SLURRY

Bidding forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701. **Bids shall be submitted to the City Clerk's Office, City Hall, 801 Main, Room 125, Beaumont, Texas 77701 prior to the above stated time.**

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Vendors requesting bid packets should call the Purchasing Division at (409) 880-3720 or you may download the specifications from our website at:

http://cityofbeaumont.com/Purchasing/purchasing_bidlists.htm

Please make reference to Bid Number: **BF0710-46**

Bid Closing Date: **August 12, 2010**

Tina Broussard
City Clerk

First Publication: **July 28, 2010**

Second Publication: **August 4, 2010**

**GENERAL CONDITIONS
FOR BIDDING**

1. Price shall be firm for not less than six (6) months from date of award.
2. The bids will be evaluated using the following criteria:
 - 2.1 Price.
 - 2.2 Delivery time.
3. Pricing shall include delivery of materials F.O.B. to the City of Beaumont 77701.
4. Quantities indicated are estimates only, no guarantees are made that these will be maximum or minimum amounts purchased.
6. Failure to comply with information requested on any of these items will result in disqualification of the bid.
7. Contract may be awarded to one bidder or split between a combination of bidders as deemed advantageous to the city.
8. Bids are to be submitted on the enclosed bid forms only.
9. All portions of this bid requiring data or information must be filled in completely. Failure to do so may result in bid rejection due to non-response.
10. Signatures, where required, must be original; facsimile, stamp or computer generated signatures will not be accepted.
11. Certifications, where required shall accompany the bid submission.
12. The City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it.
13. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at http://www.cityofbeaumont.com/Purchasing/purchasing_bidlists.htm and will be faxed to the vendors on the bid announcement list.

14. If any information is needed concerning specifications, please contact:

Robert J. (Bob) Hollar, Buyer II
Purchasing Division
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3758
Fax # (409) 880-3747

E-mail: rhollar@ci.beaumont.tx.us

**SPECIFICATIONS FOR
LIME SLURRY**

1. The City of Beaumont is requesting bids for a six (6) month contract for the purchase of bulk lime slurry to be delivered by truck to locations within the city limits of Beaumont for soil stabilization purposes.
2. Material that is to be delivered to job sites shall be scheduled for delivery with three (3) working days (72 hours) prior notice from City. Material will be ordered as needed. A minimum order size of 8-10 tons (1 truckload) shall apply. Quantities are estimated and not guaranteed. The City reserves the right to increase or decrease the actual quantities ordered based on the needs of the City.
3. This contract shall be in effect for a period of six(6) months beginning on the date of award. At the end of the initial term, the City may renew this contract for an additional six (6) months at the price quoted. There shall be no increase in price should an extension be granted. Any terms and conditions stated in original specifications will apply to any extended periods. Approval on behalf of the City to renew this contract shall be made by the City Manager or his designee.
4. **TxDOT DMS-6350 "LIME SLURRY"**
Lime slurry shall be in compliance with the latest issue of the Texas Department of Transportation Material Specification DMS-6350.
5. Slurry shall have minimum "dry solids" content of at least 35%.
6. Prices quoted shall include delivery to Beaumont Texas and shall be stated as F.O.B. Destination, Freight Allowed.
7. The City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it.
8. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and sent to each person having a bid package.
9. If any information is needed concerning specifications, please contact:

Robert J. (Bob) Hollar, Buyer II
Purchasing Division
City of Beaumont

Physical Address:
801 Main Street, Ste. 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704

Phone: (409) 880-3758
Fax: (409) 880-3757

E-mail: rhollar@ci.beaumont.tx.us

BID OPENING DATE: Thursday, August 12, 2010
BID OPENING TIME: 2:00 P.M.

CITY BID NUMBER: BF0710-46
FOR FURNISHING: Road Materials -Six (6) Month Contract for Lime Slurry
 (AS PER SPECIFICATIONS)

OUTLINE OF BID DATA:

For bids to be considered valid, Bidders **MUST** complete and submit the following:

1. Bid Sheet pages 6 through 13.

BID TABLE:

EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
600 TONS	Lime Slurry, Commercial, Bulk in accordance with latest issue of TxDOT DMS-6350. F.O.B. Beaumont, TX	\$	\$

BIDDER INFORMATION:

Company Name	
Bidder's Name In Printed Form	
Bidder's Signature	
Bidder's Title	
Company Physical Address	_____ Street _____ City Zip Code
Company Mailing Address	_____ Street or P.O. Box _____ City Zip Code
Company Telephone Number	
Alternate Phone Number	
Company Fax Number	
E-mail Address	

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY: _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) _____ Non-Minority _____ Hispanic _____ Black _____ Other _____
Minority (please specify) _____ Female Owned _____ Handicapped Owned _____
Small Business (less than \$1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

BIDDERS

I, _____, CERTIFY THAT I AM _____
_____, (title) OF THE CORPORATION
NAMED AS BIDDER HEREIN; THAT _____
_ WHO SIGNED THIS BID ON BEHALF OF THE BIDDER, WAS
THEN
_____, (title) OF SAID
CORPORATION; THAT SAID BID WAS DULY SIGNED FOR
AND ON BEHALF OF SAID CORPORATION BY AUTHORITY
OF ITS GOVERNING BODY AND IS WITHIN THE SCOPE OF
ITS CORPORATE POWERS.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor _____

Address _____

Bidder _____
(Signature)

Bidder _____
(Print Name)

Position With Company _____
(Title)

SIGNATURE OF OFFICER

TYPE OR PRINT NAME

TITLE OF OFFICER

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

(For vendor or other person doing business with local governmental entity.)

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1. **Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

(For vendor or other person doing business with local governmental entity.)

FORM CIQ

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST

The following provision was adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved null and void. (Beaumont City Charter, Article XVII, Section 9.)

I, _____, (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City. SIGNED this the ____ day of _____, 20 ____.

NAME

TITLE

GENERAL CONDITIONS OF BIDDING
REVISED 10/17/07

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or, if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder should be sent with the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

B. TIME AND DATE: Formal bids must be in the office of the City Clerk by 2:00 p.m., local time, on the day bids are due; unless otherwise specified, an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior to bid opening. A return envelope and/or label is furnished for your convenience. Informal bids are due at the date and time stated in the bid document.

Informal bids may be faxed.

C. WITHDRAWAL OF BID: A bidder may withdraw his proposal before council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.

D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.

E. No change in price will be considered after bids have been opened.

F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. If this proposal is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this proposal.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division Office.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations once a contract has been awarded by City Council and bidder has received notice of such award.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.
2. TAXES:
- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.
3. AWARD:
- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.
4. BID DEPOSIT:
- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. An envelope is enclosed marked "Bid Deposit". When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.
5. DELIVERIES:
- A. Unless otherwise stated in the bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplies in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on his bond for any and all damages occasioned by the breach.
6. REJECTIONS:
- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. BILLING:
- A. All bills are subject to approval by the Purchasing Manager.
8. PATENTS:
- A. The contractor agrees to indemnify and save harmless the City, the Purchasing Manager, and his/he assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.
9. CONDITIONS PART OF BID:
- A. The general conditions of bidding defined herein shall be a part of the attached bid.
10. CONTRACT:
- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder.
1. Notice to bidders.
 2. General specifications.
 3. General conditions to bidding.
 4. The bid.
 5. Resolution awarding the bid.
- B. In case of conflict, the specifications shall be controlling.
11. OSHA REQUIREMENTS:
- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.
12. BIDS:
- A. Bids must remain firm for thirty (30) days from bid opening date to allow for award by Council unless otherwise specified.
13. 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 (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- 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.
14. DISCLOSURE FORMS:
- A. All forms must be signed and returned with your bid sheet.
15. EXCEPTIONS:
- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.
16. LOCAL BIDDER CONSIDERATION
- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by this formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.
17. PROTEST PROCEDURES - Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail return receipt requested prior to award. The written protest must include:
1. Name, mailing address, and business phone number of the protesting party;
 2. Appropriate identification of the bid or proposal being protested;
 3. A precise statement of the reasons for the protest; and
 4. Any documentation or other evidence supporting the protest and any alleged claims.
- The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Finance Officer.
- If the Purchasing Division is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by the Finance Officer. Applicable documentation and other information applying to the protest will be forwarded to the Finance Officer, who will promptly review such documentation and information. If additional information is desired, the Finance Officer may notify the necessary party or parties

to the protest to provide such information.

If the Finance Officer is not successful in resolving the protest, the Finance Officer may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. PUBLIC INFORMATION ACT

A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall
801 Main Street, Suite 125
P.O. Box 3827
Beaumont, TX 77704

409-880-3740 (fax)
409-880-3745 (phone)

19. WEBSITE - Vendors are responsible for verifying addendum to specifications downloaded from website.

20. INTERLOCAL AGREEMENT - Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Beaumont has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.