

**REQUEST FOR PROPOSALS (RFP)****Paving Services – Levee Walking Trail #2021-13****Invitation for Proposals**

The purpose of the Request for Proposal (RFP) is to obtain quotes and/or bids for providing Asphalt or Granite paving services to the Levee Waking Trail for the City of Freeport, TX.

All Communication regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

Cathy Ezell
Finance/Human Resource Director
200 West 2nd Street
Freeport TX. 77541
cezell@freeport.tx.us

To be considered, each contractor must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet. The proposal bid form must be signed and include a statement as to the period during which the proposal remains valid.

Responses to this RFP will be evaluated based on a selection process consisting of:

- A review by the city of the contractor's response to the RFP, to determine if the proposal meets all criteria for consideration.
- Relevant experiences, project understanding, project requirements, strength of the proposal, and proposed fees.

Every effort will be made to adhere to the following schedule:

- Distribute RFP Date: Friday, December 3, 2021
- Pre-Bid site inspections with PWD Date/Time: Wednesday, December 15, 2021 at 10:00 a.m.
- Proposal Submission Deadline Date/Time: Tuesday, December 21, 2021 10:00 a.m.
- Selection Date: Monday, January 3, 2021

Note: Pre-Inspection of locations must be scheduled with our Public Works Director Lance Petty at 979-709-5700 prior to bid acceptance.

Proposals will be accepted until 10:00 am on Tuesday, December 21, 2021.

Envelopes shall be clearly marked "Requests for Proposal – Paving Services (Levee Walking Trail)- #2021-13" on the outside of the envelope.

Instructions for Bidders

The City of Freeport is requesting bids to provide Asphalt or Granite or paving services. The City desires contractors to supply paving service for the Levee Walking Trail. Please refer to Exhibit A for the location for asphalt services to be completed.

Scope of Work

The work to be completed will include Preparation of walkway installation **6 feet in width and 1.8 miles in length**, tack coat with SSI, install 2" Type D HMAC, Installation of GEO fabric between walkway and asphalt to prevent cracking, sealcoat within 6 months of installation, or Granite installed 4" thick, 6 feet in width and 1.8 miles in length to include 12" x 8" ribbon curb containing 3000 PSI concrete, 4" flex base for sub grade, ½" pre molded expansion joints every 500ft and construction joints every 10ft maximum, clean up and haul off. **(6 feet wide and 1.8 miles in length)**

The chosen contractor must be able to respond to and comply with all elements listed in this section. Failure to comply can and will result in termination of a bid proposal or service contract. Elements include:

- Preparation for walkway installation set forth by the Public Works Director
- Tack coat with SSI
- Installation of 2" type D HMAC
- Installation of GEO Fabric between walkway and asphalt to help prevent cracking
- Installation of seal coat within 6months of completion
- Concrete 8" thick
- Flex base
- Expansion joints
- #3 rebar
- Crushed granite 4" thick
- Clean up and haul off

The completion time for this project is 120 days.

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful contractor. The City reserves the right to contract with one or more vendors for asphalt paving services and to reject, for any reason, any and all bids. Evaluation criteria will include:

- The contractor's understanding of the assignment and ability to follow bidding instructions
- The contractor's proposed fee for completion of project
- The experience and qualifications of the contractor
- References (provide a minimum of three account references)

Bidder Qualifications & Proposals

The requirements of contractors interested in submitting proposals:

1. Clearly outline a total lump sum price for **each** type of paving services for the Levee Walking Trail
2. Submit summary of your experience and qualifications
3. Submit three previous asphalt paving references
4. Submit a certificate of liability insurance and automobile/mowing equipment insurance (the contractor will need to name the City as additional insured and meet the following liability limits if awarded a maintenance contract; \$1.0 million per occurrence). Also, submit proof of statutory worker's compensation coverage under Texas law.
5. Specify the staff to be involved (primary contact, project manager, single proprietor, clerical contact, and owner's agent).
6. Submit two (2) copies of the proposal packet (failure to not submit two full copies of your proposal may result in your proposal not being considered).

The contractor should be aware of the following:

- The proposal should confirm that neither the contractor nor any employee would be in a conflict of interest with respect to the proposal if the contractor were to be selected to perform the services required.
- All proposals will be property of the City of Freeport TX.
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview contractors, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful contractor.
- Sealed envelopes marked "Request for Proposal – Paving Services (Levee Walking Trail) with the proponent's name and address shown on the upper left-hand corner of the envelope, must be received at City Hall, Attn: Cathy Ezell, Finance/Human Resource Director, 200 West 2nd Street Freeport TX, 77541 prior to 10:00 am on _____, 2021.

Terms and Conditions

1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
2. The contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
3. Any damage of public or private property caused by the contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the City. The contractor shall inform the City of any damage caused by the contractor's operation on the day of such damage occurs. Should the damage not be rectified within the time frame agreed

upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor and deduct these costs from any payment due the contractor.

4. It is mutually agreed understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without previous written consent of an authorized representative of the City of Freeport; but in no case shall consent relieve the contractor from his obligations or change the terms of the contract.
5. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City of Freeport reserves the right to terminate the service at any time during the term of the contract upon thirty (30) days written notice to the contractor. Failure of the contractor to deliver services within the time stipulated, unless extended in writing by the City of Freeport, shall constitute contract default.
6. Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and numbers of supervisors handling this contract. The contractor shall return all calls within one (1) hour of the City placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the City. The contractor must assign a crew leader to monitor all work being performed within the City. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.
7. The undersigned hereby affirms and states that the prices quoted herein constitute total cost to the City for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered collectively.
8. Payment for contractual asphalt paving services shall be made in one(1) payment, once all work has been completed in a satisfactory manner and the specifications stated herein have been met, following receipt of invoices from the contractor payment will be issued. The following is the payment schedule:
 - a. 100% upon invoice for job completion of (installation of Levee Walking Trail)

This Agreement entered in to on _____.

Date

OWNER (Signature)

Contractor (Signature)

(Print Name and Title)

(Print Name and Title)

Exhibit A



The project is 6 feet wide, and 1.8 miles in length to include ribbon curbs

BIDDER REFERENCES

Name/Business	Address	Contact Person & Phone #
1.		
2.		
3.		

***** Must be clients that have a current contract for services with your company *****

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 is being disclosed.

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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