

# CITY OF MCKINNEY



## INVITATION TO BID for ANNUAL FIXED PRICE CONTRACT

The City of McKinney is soliciting sealed bids to award a fixed price contract for annual purchases, on an as-needed basis, of the herein described commodities for the purpose defined in this document. By responding to this invitation, the bidder agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award regardless of whether award is made in whole or part and whether award is made as a primary or secondary contract source.

The City of McKinney exclusively uses IonWave Technologies, Inc. ([McKinney eBid](#)) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of McKinney accepts no responsibility for the receipt and/or notification of solicitations through any other means.

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Bid No. 18-56FP  
**LEGAL NOTICE**  
**City of McKinney, Texas**  
**Advertisement for Bids**

The City of McKinney is accepting sealed bids toward establishing an annual fixed price contract for Street Materials. Specifications for this project may be obtained by registering on our electronic procurement system @ <https://mckinney.ionwave.net> .

Bids will be publicly opened and read aloud in the office of the Purchasing Manager, at the address below, shortly after the specified time for delivery. All bids must be clearly addressed to the Purchasing Department and include the bid name and number on the outside of the envelope/package.

Bid Deliveries: The City of McKinney can not guarantee, due to internal mail delivery procedures, that any bids sent priority mail will be picked up from the post office by city mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that bid deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. ***Bidder shall bear full responsibility for ensuring that the bid/proposal is delivered to the specified location by due date and time.*** Late bids will be considered as non-responsive.

BID NAME:	Concrete Ready Mix
BID NO.:	18-56FP
DUE DATE/TIME:	2:00 p.m., Thursday September 6, 2018
MAIL OR DELIVER TO:	City of McKinney Purchasing Department PO Box 517 1550D South College McKinney, Texas 75069

The City reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the City. No officer or employee of the City of McKinney shall have a financial interest, direct or indirect, in any contract with the City of McKinney.

This publication can be made available upon request in alternative formats, such as, Braille, large print, audiotape or computer disk. Requests can be made by calling 972-547-2694 (Voice) or email [contact-adacompliance@mckinneytexas.org](mailto:contact-adacompliance@mckinneytexas.org) Please allow at least 48 hours for your request to be processed.

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

First Publication: August 19, 2018  
Second Publication: August 26, 2018

**GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

**I. BIDDING**

- A. BIDS – The City encourages all responses to be submitted electronically on the City's eBid system. However, the City will also accept paper bids, if received by the due date and time at the location specified in the legal notice. Paper bids submitted to the office of the Purchasing Manager shall be a minimum of one (1) original which shall be submitted in a sealed envelope; as well as one (1) electronic copy in PDF format on USB or CD.
- B. AUTHORIZED SIGNATURES – The bid must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.
- C. LATE BIDS – Bids must be in the office of the City Purchasing Manager before or at the specified time and date bids are due. Bids received in the office of the Purchasing Manager after the submission deadline shall be rejected as non-responsive bids.
- D. WITHDRAWAL OF BIDS PRIOR TO BID OPENING – A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Manager. If time allows and the bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. The City of McKinney reserves the right to withdraw a request for bids before the opening date.
- E. WITHDRAWAL OF BIDS AFTER BID OPENING – Bidder agrees that offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- F. BID AMOUNTS – Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- G. EXCEPTIONS AND/OR SUBSTITUTIONS – As a matter of practice, the City of McKinney rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the City. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which bidder 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. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall hold the vendor responsible to perform in strict accordance with the specifications.

- H. ALTERNATES – Bid request and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- I. DESCRIPTIONS – Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.
- J. BID ALTERATIONS – Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- K. TAX EXEMPT STATUS – The City is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- L. QUANTITIES – Quantities indicated are *estimated quantities only* and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- M. BID AWARD – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The City reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the City. The City reserves the right to award based upon individual line items, sections or total bid.
- N. BEST VALUE – In determining best value, the City of McKinney may consider: 1) purchase price; 2) reputation of the bidder and of the bidder's goods or services; 3) quality of the bidder's goods or services; 4) extent to which the goods or services meet the City's needs; 5) bidder's past relationship with the City of McKinney; 6) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; 7) total long-term cost to the City to acquire the bidder's goods or services; and 8) any relevant criteria specifically listed in this document.
- O. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS – All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- P. ADDENDA – Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than seventy-two hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.
- Q. GENERAL BID BOND/SURETY REQUIREMENTS – Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

- R. GENERAL INSURANCE REQUIREMENTS – Failure to furnish Affidavit of Insurance, if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
  - S. RESPONSIVENESS – A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include “price in effect at the time of delivery”; and c) bids made contingent upon award of other bids currently under consideration.
  - T. RESPONSIBLE STANDING OF BIDDER – To be considered for award, bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of bidder, the City of McKinney may request recent financial statements or a statement of net worth.
  - U. PROPRIETARY DATA – Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of McKinney will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including existing the Texas Public Information Act.
  - V. PUBLIC BID OPENING – Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week may be required to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review, unless otherwise specified herein.
- II. PERFORMANCE
- A. DESIGN, STRENGTH, AND QUALITY – Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
  - B. AGE AND MANUFACTURE – All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
  - C. DELIVERY LOCATION – All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Manager or designee.

- D. DELIVERY/COMPLETION SCHEDULE – Delivery may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.
- E. DELIVERY CHARGES – All delivery and freight charges, F.O.B. destination shown on City of McKinney purchase order, as necessary to perform contract shall be included in the bid price.
- F. INSTALLATION CHARGES – All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.
- G. OPERATING INSTRUCTIONS AND TRAINING – Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of the City. Instructions and training shall be provided at no additional cost to the City.
- H. STORAGE – Bidder agrees to provide storage of custom ordered materials, if requested, not to exceed 30 calendar days.
- I. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS – Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the City of McKinney, Collin County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- J. PATENTS AND COPYRIGHTS – The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- K. SAMPLES, DEMONSTRATIONS AND TESTING – At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder/vendor.
- L. ACCEPTABILITY – All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by the City of McKinney. If found inferior to the quality called for, or not equal in value to the specifications, deficient in 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. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the City at the City's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor. Vendor's failure to retrieve property resulting in ownership by City shall not be imputed as acceptance of replacement good under this contract.

III. PURCHASE ORDERS AND PAYMENT

- A. PURCHASE ORDERS – A purchase order(s) shall be generated by the City Purchasing Manager to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- B. INVOICES – All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as “N/C” to indicate that it is a non-contract item. This requirement is to assist the City in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.
- C. FUNDING – The City of McKinney is operated and funded on an October 1 to September 30 basis. In the event sufficient funds are not appropriated in the City budget for the payment of amounts due under this contract, the City shall not be obligated to make further purchases or payments and City reserves the right to terminate this contract without liability.

IV. CONTRACT

- A. CONTRACT DEFINITION – The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the City, shall constitute a contract equally binding between the successful bidder and the City of McKinney.
- B. CONTRACT AGREEMENT – Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue for a one (1) year period and shall be automatically renewed annually for an additional two (2) one-year terms without the necessity of any action by the parties. Either party may elect not to renew this Contract by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.
- C. CONTRACT TERMINATION – The City reserves the right to cancel and terminate this contract, without cause, upon thirty (30) days written notice to the other party.
- D. CHANGE ORDER – No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the City. No change order will be binding unless signed by an authorized representative of the City and the vendor.



- E. **PRICE REDETERMINATION:** A price redetermination may be considered by City of McKinney only at the twelve (12) month and twenty-four (24) month anniversary date of the contract. All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. City of McKinney reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the City. Price redetermination requests must be presented to the City of McKinney for consideration at least 90 days prior to the expiration or renewal of the current agreement.
- F. **TERMINATION FOR DEFAULT –** The City of McKinney reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the City to award to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.
- G. **TRANSITIONAL PERIOD –** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.
- H. **INVALID, ILLEGAL, OR UNENFORCEABLE PROVISIONS –** In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- I. **INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE –** Successful vendor shall defend, indemnify and save harmless the City of McKinney and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment, with costs, which may be obtained against the City of McKinney growing out of such injury or damages.
- J. **INTEREST BY PUBLIC OFFICIALS –** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

- K. **DISCLOSURE OF CERTAIN RELATIONSHIPS** – Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with the City of McKinney disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of McKinney. By law, this questionnaire must be filed with the City Secretary, City of McKinney, PO Box 517, McKinney, Texas 75070, not later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Go to [www.mckinneytexas.org](http://www.mckinneytexas.org) to view Section 176, Local Government Code and for Questionnaire CIQ. A person commits a Class C misdemeanor offense if the person violates Section 176.006, Local Government Code. By submitting a response to this request, bidder represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- L. **ETHICAL BEHAVIOR** - The City of McKinney requires ethical behavior and compliance with the law from all individuals and companies with whom it does business.
- M. **WARRANTY** – The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- N. **UNIFORM COMMERCIAL CODE** – The successful vendor and the City of McKinney agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- O. **VENUE** – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Collin, Texas.
- P. **SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT** – The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of McKinney.
- Q. **SILENCE OF SPECIFICATIONS** – The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- R. City reserves the right to procure the commodities and/or service from other resources and hold the contractor liable for any excess cost.

**INSURANCE REQUIREMENTS**

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of McKinney. The vendor shall furnish to the City of McKinney Purchasing Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

18-56FP Concrete Ready Mix  
City of McKinney  
ATTN: John Lemmond  
P.O. Box 517  
McKinney, Texas 75070  
**Or you may email to:**  
jlemmond@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The general aggregate limit should apply on a per project basis; if not, the general aggregate limit shall be \$2,000,000.
  2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.
- B. The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance, provided all policies comply with all requirements. The vendor may maintain reasonable deductibles, subject to approval by the City of McKinney.
- C. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of McKinney, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of McKinney, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by use of an endorsement that includes the completed operations hazard.
  - 3.. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- D. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

**CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

**(Required by Awarded Vendor(s) Only)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

**Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the City of McKinney.

The City of McKinney must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the City of McKinney.

**Form Availability:**

Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001**

**(Required by Awarded Vendor(s) Only)**

\_\_\_\_\_ (the "Company") hereby verifies that the Company:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

**COMPANY NAME:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

For purposes of this Verification, the following definitions apply:

(1) The phrase "boycott Israel" means 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 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; and

(2) The word "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**MINIMUM SPECIFICATIONS**

- A. GENERAL – It is the intent of the following minimum specifications to describe various mixes of ready mixed concrete to be picked up or delivered and poured under the direction of the Public Works Department or other City Departments. This contract will be utilized on an as needed basis by the City of McKinney.

Deliveries may be anywhere within the jurisdictional limits of the City of McKinney. The price of delivered materials shall include this entire jurisdictional area and will include transportation and fuel costs. Concrete furnished in compliance with the resulting contract shall meet the standards set forth in the Standard Specifications for Construction of Highways, Streets and Bridges, as published by the Texas Department of Transportation.

The various types of ready mix concrete shall achieve the specified strength when tested and evaluated in accordance with the current North Central Texas Council of Governments or Texas Department of Transportation standards. The City of McKinney will provide strength tests to the vendor upon request in accordance with current North Central Texas Council of Governments or Texas Department of Transportation standards.

Delivery schedule will be an important factor in determining a recommendation for award. The City of McKinney requests delivery be no more than 48 hours after receipt of order.

All questions regarding the detailed specifications or regarding the submission of your bid shall be addressed in writing to John Lemmond, Buyer II at [jlemmond@mckinneytexas.org](mailto:jlemmond@mckinneytexas.org)

- B. BEST VALUE EVALUATION CRITERIA AND FACTORS – Award of contract shall be made to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors as follows:

40% PRICE INCLUDING CONSIDERATION OF ANY MINIMUM QUANTITIES PER DELIVERY

35% DELIVERY TIME

25% REPUTATION OF THE BIDDER AND OF THE BIDDER'S GOODS OR SERVICES VERIFIED THROUGH REFERENCE CHECKS

- C. ORDERS- All orders will be submitted either by phone or email. Orders will be initiated by the Street/Drainage Superintendent or his/her designee.
- D. DELIVERY/PICK UP TICKET – Contractor shall provide an individual, three (3) part concrete delivery/pick up ticket for each City of McKinney purchase. The delivery/pick up ticket will include, at minimum, the type and amount of concrete delivered/picked up, date, time of delivery/pick up and any additional cost, charges, and fees if applicable.

The original ticket shall be provided and verified by the City of McKinney Street/Drainage Superintendent or his/her designee at the delivery/pick up site. One copy shall be attached to the contractor's billing invoice, and one copy is for the contractor's record.

All invoices must clearly be itemized and include the following:

- City of McKinney valid Purchase Order Number
- Description of Service
- Amount of concrete delivered/picked up
- Date and Time of Delivery

E. DEFINITIONS OF TERMS USED ON THE FOLLOWING BID FORM –

- Demurrage: Time adjustment fee per load to compensate for waiting time.
- Normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m.
- Outside of normal business hours: Monday to Friday before 8:00 a.m. and after 5:00 p.m. Anytime on Saturday, Sunday and all observe City holidays for which the City of McKinney offices are closed. The City of McKinney observes the following holidays:
  - New Year's Day
  - Martin Luther King Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day & the day after Thanksgiving
  - Christmas Eve & Christmas Day

If a holiday falls on a Saturday, the City will observe the holiday on the prior Friday.

If a holiday falls on a Sunday, the City will observe the holiday on the following Monday.

- Short loads: Short loads are considered any amount less than eight (<8) cubic yards. The City will pay a short load charge (item no. 10 on Section II of the Bid Form) plus the actual price of the material.
- Standard loads: Standard loads will consist of eight (8) or more cubic yards

**PLEASE COMPLETE AND SUBMIT THE ELECTRONIC BID FORM ATTACHED IN E-BID LABELED AS  
"ATTACHMENT A BID FORM".**

Bid No. 18-56FP  
**REFERENCES**

List at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

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**COMPANY NAME**

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Contact Person	Title
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Address	PO Box	City
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State	Zip	e-mail
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Phone Number	Fax Number
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**COMPANY NAME**

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Contact Person	Title
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Address	PO Box	City
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State	Zip	e-mail
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Phone Number	Fax Number
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**COMPANY NAME**

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Contact Person	Title
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Address	PO Box	City
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State	Zip	e-mail
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Phone Number	Fax Number
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**COMPANY NAME**

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Contact Person	Title
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Address	PO Box	City
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State	Zip	e-mail
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Phone Number	Fax Number
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**BID FORM  
SIGNATURE PAGE**

As permitted under Chapter 791 of the Texas Government Code, other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of McKinney shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?

Yes \_\_\_\_\_ No \_\_\_\_\_

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the 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 bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name of Signatory
City, State and Zip	Title of Signatory
Telephone No.	Tax ID No.
E-mail Address	Fax No.
Date Signed	Mobile No.

If not the same as above, indicate the city and state that your principal place of business is located:

\_\_\_\_\_

**Acknowledgment of Addenda (if any):**

Addendum 1	_____	Date Received	_____
Addendum 2	_____	Date Received	_____