



City of Huntsville
1220 11th Street
Huntsville, Texas 77340
Phone: 936-291-5917
E-mail: purchasing@huntsvilletx.gov

REQUEST FOR PROPOSAL (RFP) NO. 25-25
“Street Asphaltic Concrete Paving with Milling Services and Street Reconstruction Services”

RETURN SEALED RFP:
 City of Huntsville
 City Secretary
 1220 11th Street
 Huntsville, Texas 77340

Sealed solicitations shall be received no later than:

2:00 P.M., Central Time
April 22, 2025

MARK ENVELOPE: “Solicitation Packet 25-25”
ALL PAGES MUST BE INITIALED AND
RETURNED, IF NOT BID MAY BE REJECTED.

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Tentative Schedule of Events

March 27, 2025 – Release Solicitation

March 29, 2025 & April 5, 2025 - Legal Advertisement

April 9, 2025 – Questions Due to Procurement Manager

April 22, 2025 at 2:00 P.M. – Public Proposal Opening

May 2025 – Award Preparation

Introduction

The City of Huntsville is accepting solicitations from firms interested in providing asphaltic concrete street paving overlay with milling service and street reconstruction, including labor and materials, in accordance with Local Government Code Chapter 252. The City of Huntsville is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any solicitation requirement(s) which are causing you difficulty in responding. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business.

General Instructions

Proposal packets must be delivered to Attention of City Secretary, City of Huntsville 1220 11th Street, Huntsville, TX 77340.

Solicitation Packets must be received by

April 22, 2025 at 2:00 P.M. Central Time

It is the sole responsibility of the respondent to have the packet at the designated location prior to the deadline date and time. Proposals received after **2:00 P.M. on April 22, 2025**, will not be considered for the award and shall be considered void and unacceptable. Each proposal must be in a sealed envelope which has been clearly marked "RFP # 25-25." All late packets will be returned to the respondent unopened when properly marked. Public reading is scheduled to be held at the date and time listed above at City Hall, 1220 11th Street, Huntsville, Texas. You are invited to attend.

All questions concerning the solicitation should be directed to the Procurement Manager, Lucy Gonzalez, via e-mail at purchasing@huntsvilletx.gov.

Proposal Submittals

Respondents submitting a response do so entirely at their expense. The City has no express or implied obligation to reimburse any individual or firm for any costs incurred in preparing or submitting a proposal, providing additional information when requested by the City of Huntsville, or participating in any selection interviews.

Information

Details on which commodities and services we purchase or have available for sale is available from the Purchasing Department. You may register on the City's vendor management program at www.huntsvilletx.gov/bids to receive notice of bid opportunities. Additionally, you may register at www.publicpurchase.com.

Award

The City of Huntsville reserves the right to award to the most responsible and responsive respondent in the best interest of the City based on price and/or based on best value meeting the requirements for this service. The City reserves the right to consider items such as safety records, references, previous performance, delivery time, or criteria specific to this project, which the city considers weighted. The City may award to multiple providers or to a single provider. If the awarded respondent is unable to meet the requirements of the City, services/products may be purchased from the next best available respondent and continue until a respondent is found that can complete the requirements of the City of Huntsville. The City reserves the right to order from another vendor in which the City determines an emergency or urgent need becomes necessary. The City of Huntsville has the sole, last and final determination to determine award. The City reserves the right to reject any proposals that do not meet specifications stated herein or reject all proposals should this project not be approved for any reason.

*Best Value: An assessment and/or award based on analysis of the total life cycle of the item. Combination criteria which can be used are: price, quality of item, location of respondent, safety record of respondent, past relationship with respondent, and/or any relevant criteria specifically listed.

Termination of Agreement

The City of Huntsville reserves the right to terminate this agreement if, in the opinion of the City of Huntsville, the successful respondent's performance is not acceptable, or if the deliveries and servicing of this contract do not conform to the requirements detailed herein or for any cause. If, through any cause, the vendor fails to fulfill its obligations under this contract, or if the vendor violates any of the agreements of this contract, the City has the right to terminate this contract by giving the successful respondent thirty (30) calendar days written notice. Should the awarded respondent violate any laws or participate in illegal activity the City has the right to cancel the agreement immediately. The awarded respondent will be compensated for the satisfactory deliveries performed before the termination date. The awarded respondent shall have the right to cancel the contract upon thirty (30) days written notice to the City of Huntsville. The awarded respondent will be compensated for the satisfactory deliveries performed before the termination date.

Special Terms & Conditions

It is understood that the City of Huntsville, Texas reserves the right to reject any or all products, services and/or qualification for any or all products and/or services covered in this solicitation and to waive informalities or defects or to accept such qualifications as it shall deem to be in the best interests of the City of Huntsville. If less than three responses are received, the City of Huntsville reserves the right to resolicit as it deems to be in the best interest of the City. Each elected respondent will receive a purchase order at prices quoted. Respondent must be able to complete the job within a reasonable time of request for service. Should awarded respondent not be able to respond, the City reserves the right to offer service to next available respondent. The City of Huntsville reserves the right to make the award of solicitation line items in whole, parts or to reject any and all proposals or proposal line items if it is determined to be in the best interest of the City. The Bid Terms and Conditions reference any and all indemnification language that is required and not stated to the fullest extent of the law. The City of Huntsville has the sole last and final determination to determine award with no recourse to the fullest extent of the law.

Preparation of Proposal

Each proposal must be submitted using the prescribed form. All blank spaces for prices must be filled in, in ink or typewritten and must be fully completed and executed when submitted. If the unit price and the total amount named for an item are not in agreement, the unit price alone will be considered as representing the responder's intention, and the total will be corrected to conform thereto. The respondent must sign their proposal in the space provided on the Responder's Information form included in this RFQ. If the proposal is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Proposals submitted by a partnership must be signed by one of the partners. Proposals submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity. Proposals submitted by a sole proprietorship must be signed by the proprietor.

Written Modification

Any respondent may modify their proposal by letter, electronic or other written communication at any time prior to the scheduled closing time for receipt, provided such written communication is received by the City prior to the closing time, and provided further, the City is satisfied that the written modification bears the signature of the respondent. The written communication should not reveal the proposal price but should provide the addition or subtraction or other modifications so that the City will not know the final prices or terms until the sealed bid is opened. It is the responsibility of the respondent to ensure modification was received by the City.

Qualification of Respondents

No prequalification of respondents is required. Before the award of any contract can be approved, however, the City shall be satisfied that the respondent involved: (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

Change Orders

It is the City's desire to have all questions and/or comments addressed prior to issuing a purchase order; any change order will be greatly scrutinized and could impede future awards. No change orders will be accepted unless written approval by the City Manager. Any work completed without written approval by the City Manager is subject to non-payment

Addenda & Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any respondent orally.

Every question or request for interpretation concerning the solicitation shall be directed to the Procurement Manager, Lucy Gonzalez, in writing via e-mail at purchasing@huntsvilletx.gov or sent via mail addressed to the Purchasing Department at 448 SH 75 North, Huntsville, Texas 77320. All questions or requests for interpretation must be received by **April 9, 2025 @ 5:00 P.M.** as addressed above. All questions or requests for interpretation concerning the solicitation received after **April 9, 2025 @ 5:00 P.M.** will be considered void and unacceptable.

A written addendum will be issued as a response and will be posted on or before **April 15, 2025, at 5:00 P.M.** on the City of Huntsville website, Public Purchase website, and Electronic State Business Daily website. All addenda so issued shall become part of the contract documents, and receipt thereof shall be acknowledged in the space provided in the solicitation document. It is the responsibility of the respondent to verify all addenda and interpretations.

Deviation From Requirements

Contract terms and conditions will be negotiated upon selection of the winning respondent for this RFP. All contractual terms and conditions will be subject to review by the City of Huntsville legal department and will include scope, budget, schedule, and other necessary items pertaining to the project.

Respondent shall clearly indicate by letter, on a point-by-point basis, any variation from the RFP requirements, including the General Specifications, Requirements for Proposal, Required Forms or any deviation from any other requirements as part of this RFP. Respondents shall attach any variance to their proposal. If no exceptions are noted, the City will require the successful respondent to provide any good(s) or service (s) as specified herein.

Evaluation

The City’s selection committee shall conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. The committee shall analyze each proposal to determine the overall responsiveness and the qualifications of each respondent. The committee may select all, some, or none of the respondents for interviews. If the City elects to conduct interviews, respondents may be reevaluated based on the initial scoring criteria. Once a respondent(s) has been chosen, the City will negotiate and submit the agreement to the City Council for approval. The proposal shall be scored according to the criteria and corresponding points noted in this Section. Respondents shall label their proposal criteria in accordance with the corresponding tab identifier. A more complete breakdown of the evaluation criteria is located in Section “Requirements for Proposal.”

TAB	EVALUATION CRITERIA	POINTS
A	Organizational Experience	10
B	Previous Work	25
C	Technical Expertise and Experience	20
D	Overall Proposal Suitability	10
E	Cost	35

Laws and Regulations

The respondent’s attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bid Bond

A bid bond made payable to the City of Huntsville, Texas, in an amount of 10% of the bid submitted must

accompany each proposal as a guarantee that if awarded the contract, the respondent will enter into a contract and execute such bonds as required within ten (10) days of award of contract of City Council.

Payment and Performance Bond

Upon notification of City Council approval, the Contractor shall provide the City with a performance bond and a payment bond, each covering the full estimated contract amount, within ten (10) business days. These bonds shall remain in effect until the final payment is made and the project closeout is complete.

Bond Information

The failure of the successful respondent to execute the agreement and supply the required bonds within ten (10) days after the request, or within such extended period as the City may grant, shall constitute a default and the City may, at its option either award the contract to the next lowest responsible respondent, or re-advertise the solicitation. In either case, the City may charge against the respondent the difference between the amount of the proposal, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting respondent shall have no claim against the City for a refund.

Obligation of Respondent

At the time of the opening of the solicitation each respondent will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any respondent to examine any form, instrument or document shall in no way relieve any respondent from any obligation in respect of his bid.

Alternate Items

Prices for all alternate items included by the City in the itemized pricing table shall be completed along with all other items unless such Alternate Items are indicated as "optional" on the schedule.

Bid Tabulation

Results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_rfps/bid_tabulations/. If you have any other questions, please contact the Purchasing Agent, Christina Bodin-Turner, at (936) 291-5917 or via email at cbodinturner@huntsvilletx.gov.

Project Information

Summary

The City of Huntsville is seeking a qualified firm or firms to provide full-width milling, asphalt overlay, street reconstruction, rehabilitation, and pavement marking services on an as-needed basis. The project includes approximately 81,118 square yards of full-width milling and a 2” HMAC overlay, 6,078 square yards of PCC street reconstruction with curb and gutter, 4,312 square yards of ACC street rehabilitation, and 94,575 linear lane feet of thermoplastic pavement markings.

Work will be conducted per the Texas Department of Transportation (TxDOT) and City of Huntsville Standard Construction Specifications. Full-width milling will range from 2” to 6” in depth, with resurfacing to a 2” thickness. Street reconstruction will involve removing existing pavement, stabilizing the base and subgrade, and installing a 2” HMAC surface. Rehabilitation will include mixing and stabilizing pavement layers before resurfacing. Thermoplastic pavement markings will be restored after paving.

The awarded contractor will be responsible for all labor, materials, and equipment, as well as traffic control and resident notifications. Work will be scheduled and performed efficiently to minimize traffic

disruption. The City reserves the right to adjust work quantities and retain millings for city use. All costs must be clearly itemized in proposals.

Please NOTE: The City may add or delete work items to/from the list provided herein during the contract period, and those projects listed reflect the best available estimate of the work required.

Scope of Work

Full-Width Mill and Overlay

Streets designed for **Full Width Mill and Overlay** (FWM+2) shall be milled from 2” to 6” as needed and resurfaced with 2” of HMAC in accordance with Texas Department of Transportation Standard Specifications, Item 340; and the City of Huntsville Standard Construction Specifications. Finished street surfaces shall have approximately 2% cross-slope for drainage from centreline to gutter.

Preparation of all surfaces must be cleaned thoroughly to the satisfaction of the designated inspector. **The surfaces must be milled to a minimum depth of 1” below the gutter edge.** Manhole covers, frames, and valve boxes must be protected from damage during the milling operation and placed to match the finished pavement surface prior to HMAC overlay. The awarded firm will be responsible for supplying materials to adjust the final elevation of manholes, valves, etc, after the HMAC overlay is complete. Utility cover elevation corrections shall be completed by cutting the pavement around the utility cover, correcting the utility cover elevation to match the pavement elevation exactly, and backfilling with 3,000 psi Portland Ready Mix Concrete to match the street and utility cover elevations.

Placing of HMAC Type D Paving must be in accordance with the State Department of Transportation Standard Specifications. Compaction must achieve 95% of the maximum laboratory density as developed through Test Method 206-F and the maximum field density by Test Method 207-F for an in-place depth of two-inch. Rolling shall be with consecutive passes to achieve an even and smooth finish without roller marks.

Immediately after overlay is finished, the awarded firm will be responsible for removing and cleaning any asphalt and oil covering manhole covers and valve boxes. The awarded firm will be responsible for replacement of all traffic control pavement marking altered during the paving operations. This includes stop bars, school zone markings, crosswalks, parking spaces, intersection and lane markings. Traffic grade thermoplastic materials shall be used in pavement marking replacement and shall be listed on the Texas Department of Transportation’s current MPL for Pavement Markings and applied to their standard measures.

The awarded firm shall repave the milled streets in a fluid process. Any milled streets shall be repaved in a timely manner, before being adversely affected by exposure to rainfall or heavy traffic.

Reconstruction

Streets designated for **Reconstruction** shall receive removal of existing pavement (PCC or ACC), stabilization of base and subgrade stabilization to a depth of 12”. A Lime Fly Ash product at the appropriate ratio (6% per cubic yard) shall be used to stabilize subgrade materials. Surface course shall be a minimum of 2” of HMAC in accordance with the Texas State Department of Transportation Standard Specifications. Compaction must achieve 95% of the maximum laboratory density as developed through Test Method 206-F and the maximum field density by Test Method 207-F for an in-place depth of two-inch. Rolling shall be with consecutive passes to achieve an even and smooth finish without roller marks. ***Reconstruction on streets with curb & gutter drainage shall require replacement of the existing curb & gutter drainage and driveways. ***

Rehabilitation

Streets designated for **Rehabilitation** shall receive mixing of the pavement, base and subgrade stabilization to a depth of 12". A Lime Fly Ash product at the appropriate ratio (6% per cubic yard) shall be used to stabilize subgrade materials. Surface course shall be a minimum of 2" of HMAC in accordance with the Texas State Department of Transportation Standard Specifications. Compaction must achieve 95% of the maximum laboratory density as developed through Test Method 206-F and the maximum field density by Test Method 207-F for an in-place depth of two-inch. Rolling shall be with consecutive passes to achieve an even and smooth finish without roller marks.

Restripe of Additional Streets

Streets designated for **Restriping** shall be striped to match the design as can be viewed using satellite imagery such as Google Earth. Traffic grade thermoplastic materials shall be used in all pavement marking replacements and shall be listed on the Texas Department of Transportation's current MPL for Pavement Markings and applied to their standard measures.

Immediately after the overlay is finished, the awarded firm will be responsible for removing and cleaning any asphalt and oil-covering manhole covers and valve boxes. The awarded firm will be responsible for replacing all traffic control pavement markings that have been altered during the paving operations. This includes stop bars, school zone markings, crosswalks, parking spaces, intersection and lane markings. Traffic grade thermoplastic materials shall be used in pavement marking replacement and shall be listed on the Texas Department of Transportation's current MPL for Pavement Markings and applied to their standard measures.

The awarded firm shall provide the City with a schedule and order of work before beginning the project.

Residents of streets slated for work by the contractor must be notified in writing at least 24 hours in advance of the work taking place. Failure to inform residents 24 hours in advance will void any assistance from the City of Huntsville in moving vehicles from the street. The awarded firm shall not block residents in or out of their homes for an entire day. Traffic may be detoured while working on the street, but residents must be allowed in and out of their homes.

The awarded firm will be requested to provide street overlay services and milling on an as-needed basis and will be required to provide all manpower, equipment, product, planning, and/or other necessary goods and services to do so.

Awarded firm(s) will maintain possession of all milling, except as noted in this paragraph. The City does have a disposal site if needed. The awarded firm(s) will be responsible for all transportation-associated costs for delivery to the City of Huntsville's disposal site located across the street from No. 173 Moffett Springs Road. **NOTE:** The City may exercise, at its discretion, an option to retain up to 1,000 cubic yards of millings delivered to its disposal site for possible use by City personnel for alternate applications unrelated to the scope of work/services required within this RFP.

All work performed must be completed using the current Texas Department of Transportation and the City's Standard Construction Specifications. The awarded firm is responsible for providing all signs, flagging, barricades, and other traffic control devices necessary to warn and/or divert traffic including the use of a TMA on TxDOT Roads when applicable.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposal must be all-inclusive, including any outsourced or contracted work. Any proposals that call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized and contain an explanation of all fees and costs.

The awarded firm is responsible for completing the permitting requirements for using City water from fire hydrants. The permit application is free of charge. The city will supply and install a meter at the contractor's desired location(s). Failure to comply with permit requirements will result in a fine from the City for unauthorized use of a fire hydrant.

The City reserves the right to reject any and all proposals that are submitted if the equipment does not meet the specifications stated herein.

Street List with Maintenance Activity

Street List 24-25				
On Street	From Street	To Street	Total SQYD	Main. Type
12TH ST	AVE I	AVE I	206	FMW + 2" HMAC
12TH ST	AVE I	AVE J	1,598	FMW + 2" HMAC
13TH ST	AVE J	AVE J	224	FMW + 2" HMAC
13TH ST	AVE J	UNIVERSITY AVE	2,016	FMW + 2" HMAC
14TH ST	AVE I	AVE J	1,333	FMW + 2" HMAC
14TH ST	AVE J	UNIVERSITY AVE	1,590	FMW + 2" HMAC
AVE J	14TH ST	15TH ST	1,516	FMW + 2" HMAC
COLLARD ST	MONTGOMERY RD	IH 45 S FEEDER RD	6,180	FMW + 2" HMAC
BAKER ST	CRAWFORD ST	MONTGOMERY RD	597	FMW + 2" HMAC
CRAWFORD ST	MONTGOMERY RD	BAKER ST	1,394	FMW + 2" HMAC
CRAWFORD ST	BAKER ST	NORTH END	441	FMW + 2" HMAC
WINDRIDGE LN	MONTGOMERY RD	PRENTICE LN	1,196	FMW + 2" HMAC
EL RD	GOODRICH DR	OLD COLONY RD	1,734	FMW + 2" HMAC
HAYWOOD ST	PATRICK ST	SPROTT ST	1,918	FMW + 2" HMAC
PATRICK ST	TRINITY CUT OFF	HAYWOOD ST	973	FMW + 2" HMAC
AVE M	WINDSOR ST	NOTTINGHAM ST	961	FMW + 2" HMAC
JOSEY ST	SAM HOUSTON AVE	AVE M	4,735	FMW + 2" HMAC
BENT BOUGH PK	REVEN HILL DR	PINEY BOUGH DR	2,898	FMW + 2" HMAC
THORNWOOD WAY	RAVEN HILL DR	PINEY BOUGH DR	2,788	FMW + 2" HMAC
AZALEA CIR	AZALEA CIR (NE)	W GREEN BRIAR DR	837	FMW + 2" HMAC
AZALEA CIR (NE)	RAVENS HOPE CT	AZALEA CIR (W)	4,031	FMW + 2" HMAC
AZALEA CIR (W)	AZALEA CIR (NE)	DS@383N AZALEA CIR (NE)	1,117	FMW + 2" HMAC
RAVENS HOPE CT	AZALEA CIR (W)	AZALEA CIR (NE)	826	FMW + 2" HMAC
DEVONSHIRE DR	WICKERSHAM DR	SW END	1,030	FMW + 2" HMAC
OVERBROOK DR (LPN)	OVERBROOK DR	OVERBROOK DR	1,092	FMW + 2" HMAC
WICKERSHAM DR	OVERBROOK DR	DS@821S OVERBROOK DR	2,395	FMW + 2" HMAC
WICKERSHAM DR	DS@821S OVERBROOK DR	WICKERSHAM DR	423	FMW + 2" HMAC
WICKERSHAM DR	DS@197W DEVONSHIRE DR	WICKERSHAM DR	515	FMW + 2" HMAC
WICKERSHAM DR	OVERBROOK DR	DEVONSHIRE DR	807	FMW + 2" HMAC
WICKERSHAM DR	DEVONSHIRE DR	DS@197W DEVONSHIRE DR	598	FMW + 2" HMAC
AUGUSTA DR	GREEN BRIAR DR	LONGBRANCH RD	3,191	FMW + 2" HMAC
AUGUSTA DR	LONGBRANCH DR	CHERRY HILLS DR	3,607	FMW + 2" HMAC
INWOOD DR	BROADMOOR DR	SE END	2,533	FMW + 2" HMAC
OVERBROOK DR (LP)	OVERBROOK DR	OVERBROOK DR	950	FMW + 2" HMAC
WEST LN	BROADMOOR DR	DS@516E BROADMOOR DR	1,505	FMW + 2" HMAC
AVE I	12TH ST	13TH ST	2,161	FMW + 2" HMAC
AVE I	13TH ST	14TH ST	2,151	FMW + 2" HMAC
AVE I	14TH ST	15TH ST	2,310	FMW + 2" HMAC
AVE I	15TH ST	DS@231S 15TH ST	1,078	FMW + 2" HMAC
AVE I	DS@231S 15TH ST	BEARKAT BLVD	1,101	FMW + 2" HMAC
BEARKAT BLVD	BOBBY KK MARKS DR	AVE I	2,367	FMW + 2" HMAC

BEARKAT BLVD	AVE I	AVE J	1,631	FMW + 2" HMAC
BEARKAT BLVD	AVE J	UNIVERSITY AVE	2,207	FMW + 2" HMAC
SAMANTHA LN	POWELL RD	WEST END	2,640	EM + 2' HMAC
OLD COLONY RD	SH 19	SH 19	249	EM + 2' HMAC
OLD COLONY RD	SH 19	RENFRO VALLEY DR	559	EM + 2' HMAC
OLD COLONY RD	RENFRO VALLEY DR	JOHNSON RD	593	EM + 2' HMAC
OLD COLONY RD	JOHNSON RD	DEE LN	2,061	EM + 2' HMAC
OLD COLONY RD	DEE LN	DS@91E dee lane	255	EM + 2' HMAC
			81,118	TOTAL SQYDS

HAYMAN ST	POWELL RD	MANOR LN	1,359	ACC REHAB
WOLVERTSON ST	CLINE ST	SOUTH END	1,027	ACC REHAB
DOGWOOD DR	US 190	DS@568 S US 190	1,193	ACC REHAB
DOGWOOD DR	DS@568 S US 190	SW END	733	ACC REHAB
			4,312	TOTAL SQYDS

17TH ST	UNIVERSITY AVE	UNIVERSITY AVE	254	PCC RECON W/ C&G
17TH ST	UNIVERSITY AVE	SAM HOUSTON AVE	931	PCC RECON W/ C&G
17TH ST	SAM HOUSTON AVE	AVE M	1,473	PCC RECON W/ C&G
17TH ST	AVE M	AVE N	1,519	PCC RECON W/ C&G
17TH ST	AVE N	AVE O	1,901	PCC RECON W/ C&G
			6,078	TOTAL SQYDS

SYCAMORE	HWY 190	SAM HOUSTON AVE	7,670	RESTRIPE W/ THERMO
ROBINSON CREEK	FM 1374	IH 45 SERVICE ROAD	3,346	RESTRIPE W/ THERMO
WOODWARD	ALL	-	2,031	RESTRIPE W/ THERMO
BOWERS	BK MARKS	BEARKAT BLVD	4,088	RESTRIPE W/ THERMO
BEARKAT	BK MARKS	HWY 19	13,670	RESTRIPE W/ THERMO
VETERANS MEMORIAL	ALL	-	59,342	RESTRIPE W/ THERMO
SMITHER	ALL	-	4,428	RESTRIPE W/ THERMO
			94,575	Total Lane Linear Feet

Project Timeline

The project will follow a phased timeline. The project initiation phase must be completed by May 19, 2022. The project planning phase must be completed by May 26, 2022. The [roject planning phase will determine the timeline/schedule for the remaining phases of the project. The project must be completed in its entirety by September 26, 2025.

Completion Requirements & Liquidated Damages

If the project is awarded as a whole, it must be completed within 90 calendar days from the Notice to Proceed (NTP) date, with an additional 10 calendar days allowed for weather-related delays (subject to approval). Failure to complete the project within the timeframe allowed will result in liquidated damages of \$1,000 per calendar day.

If the project is awarded by street segment, each segment must be completed within 5 calendar days from the NTP date, with an additional 1 calendar day allowed for weather-related delays (subject to approval). Failure to complete a street segment within the allowed timeframe will result in liquidated damages of \$300 per calendar day.

The contractor is expected to maintain a continuous and efficient construction process. Streets should be resurfaced promptly after milling, and milled streets must not be left exposed to predicted rainfall to prevent potential damage and safety hazards.

Budget

The anticipated budget for this project is \$1.85 Million. This is subject to revision by the City Council.

All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as one-time or non-recurring costs (NRC). Pricing should be listed for each of the streets in cost per square yard for milling and filling, finished, laid in place.

The City requests that proposals include pricing per square yard for additional streets not named in the solicitation. Currently, the City is not planning to request work on unnamed streets. Should this change, the awarded responder would be expected to honor the price proposed. The City and the awarded respondent would negotiate and agree upon any new work schedules.

NOTE: All costs and fees must be clearly described in each proposal.

Requirements For Proposal

The RFP response outside cover and/or first page shall contain the respondent's firm name, all contact information, business address and stamp designating either original or copy. Include one (1) unbound original, five (5) bound copies and one (1) digital copy in searchable PDF format on a USB drive. The bound copies shall have tabs clearly divided and marked A - F. Each tabbed section should include the information described below.

A. Organizational Experience (10 Points)

- a. Describe the background, history, and core competencies of your company as they relate to this project.
- b. Description of experience in street mill and resurface operations.
- c. Level of experience/years of operation in mill and fill on city streets.

B. Previous Work (25 Points)

- a. Include testimonials/references from past clients on projects of similar nature you have completed. A minimum of three references are required.

- C. Technical Expertise and Experience (25 Points)
 - a. Anticipated resources you will assign to this project (total personnel number, as well as role, title, experience, resumes of key supervisory personnel).
- D. Overall Suitability of Proposal (10 Points)
 - a. Include project management methodology.
 - b. Provide a description of the traffic control plan scenarios for the streets to be considered for paving.
 - c. Include the anticipated timeframe for completion of the project.
- E. Cost (35 Points)
 - a. Complete the Price Table included in this RFQ.
 - b. Attach itemized cost with the required explanation.
 - c. Include costs for any items outsourced or any subcontracted services, if applicable, including the name and description of the organizations being contracted.
- F. Signed RFP, Required Forms, Proof of Insurability, and any deviation or exceptions requested from requirements indicated in this RFQ.

Warranties

The awarded firm shall guarantee all work for a minimum of 365 days. The City of Huntsville will not conduct any testing; the awarded firm will be responsible for product and workmanship to ensure all warranties and specifications are met.

Payment Draws

When awarded to one firm, a payment request for one-third of the total award can be requested when one-third of the work is completed, when two-thirds of the work is completed, and final invoice will be paid once all work has met the approval of City officials.

Should the project be awarded by the street, payment can be requested when the street is completed and meets the approval of City officials.

The City of Huntsville may withhold ten (10) percent of the total contract amount as retainage until the awarded firm and any subcontractors have fully completed the project. Retainage will be released only after all work has been completed to the satisfaction of the City of Huntsville.

Price Table

All pricing to include all miscellaneous fees and/or fuel fees. The City is not bound to any specific quantity or street segment of work to be completed. The square yards listed is the best available estimate. All work to be completed as/when requested. Pricing to remain firm through September 30, 2025. Measurements and yards are the best estimated; awarded firm to be responsible for exact measurements and yards.

On Street	From	To	Square Yards	Maintenance Type	Unit Price SQYD	Total price for Street Segment
12 th Street	AVE I	AVE I	206	FWM+2" HMAC		
12 th Street	Ave I	Ave J	1598	FWM+2"HMAC		
13 th Street	Ave J	Ave J	224	FWM+2"HMAC		
13 th Street	Ave J	University	2016	FWM+2"HMAC		
14 th Street	Ave I	Ave J	1333	FWM+2"HMAC		
14 th Street	Ave J	University	1590	FWM+2"HMAC		
Ave J	14 th Street	15 th Street	1516	FWM+2"HMAC		
Collard Street	Montgomery Rd	IH45 S Feeder Rd	6180	FWM+2"HMAC		
Baker Street	Crawford St	Montgomery Rd	597	FWM+2"HMAC		
Crawford Street	Montgomery Rd	Baker St	1394	FWM+2"HMAC		
Crawford Street	Baker St	North End	441	FWM+2"HMAC		
Windridge Labe	Montgomery	Prentice	1196	FWM+2"HMAC		
El Rd	Goodrich	Old Colony	1734	FWM+2"HMAC		
Haywood Street	Patrick	Sprott	1918	FWM+2"HMAC		
Patrick Street	Trinity Cut Off	Haywood	973	FWM+2"HMAC		
Ave M	Windsor	Nottingham	961	FWM+2"HMAC		
Josey Street	Sam Houston	Ave M	4735	FWM+2"HMAC		
Bent Bough Pk	Raven Hill	Piney Bough	2898	FWM+2"HMAC		
Thornwood Way	Raven Hill	Piney Bough	2788	FWM+2"HMAC		
Azalea Circle (ALL)	West Greenbriar	West Greenbriar	5985	FWM+2"HMAC		
Ravens Hope Ct	Azalea Circle	Azalea Circle	826	FWM+2"HMAC		
Devonshire	Wickersham	SW End	1030	FWM+2"HMAC		
Wickersham (2000blk)	Overbrook	South End	2818	FWM+2"HMAC		
Wickersham (1700blk)	Overbrook	Devonshire	807	FWM+2"HMAC		
Wickersham	Devonshire	North End	1113	FWM+2"HMAC		
Overbrook Dr (LOOP)	Address#870		1092	FWM+2"HMAC		
Overbrook Dr (LOOP)	Address#847		950	FWM+2"HMAC		
Augusta Dr	Greenbriar	Cherry Hills	6798	FWM+2"HMAC		
Inwood	Broadmoor	SE End	2533	FWM+2"HMAC		
West Ln	Broadmoor	516' East(concrete)	1505	FWM+2"HMAC		
Ave I	12 th St	Bearkat	8801	FWM+2"HMAC		
Bearkat	Bobby K Marks	Ave I	2367	FWM+2"HMAC		
Bearkat	Ave I	Ave J	1631	FWM+2"HMAC		
Bearkat	Ave J	University	2207	FWM+2"HMAC		
Samantha Ln	Powell Rd	West End	2640	EM+2" HMAC		
Old Colony Rd	Hwy 19	91' East of Dee Ln	3717	EM+2" HMAC		

Hayman	Powell	Manor	1359	ACC Rehab.		
Wolverton	Cline	South End	1027	ACC Rehab.		
Dogwood	US 190	SW End	1926	ACC Rehab.		
17 th St	University	Sam Houston	1185	PCC Recon.		
17 th St	Sam Houston	Ave M	1473	PCC Recon.		
17 th St	Ave M	Ave N	1519	PCC Recon.		
17 th St	Ave N	Ave O	1901	PCC Recon.		
Sycamore	Hwy 190	Sam Houston Ave	7670	Restripe		
Robinson Creek	FM 1374	IH45 Feeder Rd	3346	Restripe		
Woodward	Smither	Robinson Creek	2031	Restripe		
Bowers Blvd	Bobby K Marks	Bearkat Blvd	4088	Restripe		
Bearkat Blvd	Bobby K Marks	Hwy 19	13670	Restripe		
Veterans Memorial Blvd	IH45 Feeder South	IH45 Feeder North	59342	Restripe		
Smither Dr	Veterans Memorial	IH45	4428	Restripe		
TOTAL PRICE FOR ALL LISTED STREET SEGMENTS					\$	
PLEASE STATE REQUESTED UNIT PRICING BELOW FOR ADDITIONAL WORK, AS NEEDED:						
Additional Unnamed Streets – Unit price per square yard for Edge Mill & 2" HMAc					\$	
					sq. yd.	
Additional Unnamed Streets – Unit price per square yard for FWM Mill & Lay 2" HMAc					\$	
					sq. yd.	
Additional Unnamed Streets – Unit price per square yard for ACC rehabilitation					\$	
					sq. yd.	
Additional Unnamed Streets – Unit price per linear lane mile of thermoplastic striping					\$	
					LLM	

Insurance Requirements

The awarded responder shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

1. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
2. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded responder shall furnish at their own expense to the City of Huntsville, a Certificate of Liability Insurance listing the City as an **“Additional Insured”** via endorsement. In Description of Operations will need wording similar to: Blanket additional insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Huntsville 1212 Ave M Huntsville TX 77340. The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the city, by the

insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to the purchase order being issued.

Proof of insurability is to be included in the proposal packet.

Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- (1) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (2) Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Required Forms

Conflict of Interest

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		OFFICE USE ONLY
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.		
1	Name of vendor who has a business relationship with local governmental entity.	Date Received
2	<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> 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.

Certificate of Interested Parties Form 1295

Pursuant to Section 2252 of the Texas Government Code, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties (Form 1295) and has created a website application for business entities to submit the required information.

The City of Huntsville may not enter into a contract that requires the approval of the City Council until the business entity that is a party to the contract files a Form 1295 with the Texas Ethics Commission and the City of Huntsville Purchasing Department.

1. Upon being notified of a bid/recommended award, the award recipient, the business entity, must go the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and follow the login directions on the website application to complete a Form 1295. If this is a business entity's first time login on to the website application, the business entity must create a login Username and Password then follow the application's instructions to complete a Form 1295.

2. The City does not have a Contract ID Number System. Please insert the City of Huntsville's bid or project number in this box.

3. Once confirmation is received, that the information has been submitted with the Texas Ethics Commission, the business entity MUST print, sign and date Form 1295.

4. Form 1295 must be filed with the Texas Ethics Commission within seven (7) business days of the date of notification of recommended award. The contract will not be presented to City Council until the form has been filed with the Texas Ethics Commission and the City of Huntsville has received Form 1295.

5. In no way does a request for filing of Form 1295 with the Texas Ethics Commission commit the City to any type of award whatsoever.

6. Once the City of Huntsville Purchasing Department receives Form 1295, the Purchasing Department will submit confirmation of receipt through the Texas Ethics Commission website within thirty (30) days.

7. This process must be followed for each contract requiring City of Huntsville Council approval.

8. A Form 1295 cannot be hand written. It must be completed electronically through the Texas Ethics Commission website application.

If you have any questions contact the City of Huntsville Purchasing Agent at (936) 291-5981, City Hall, 1212 Avenue M, Huntsville, TX 77340.

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 _____.

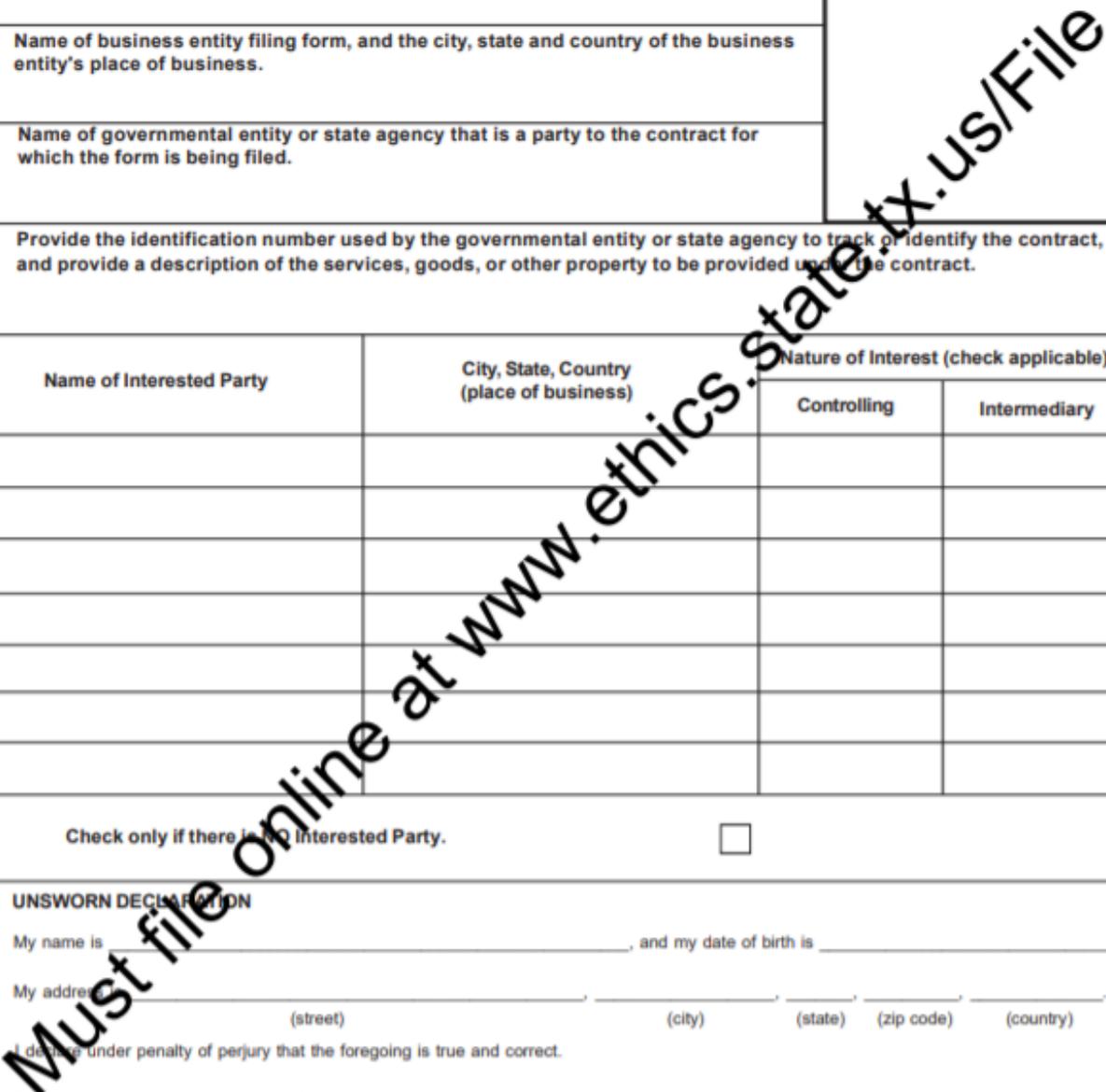
My address is _____, _____, _____, _____, _____
 (street) (city) (state) (zip code) (country)

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



Israel Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2271 of the Texas Government Code, as amended:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract.

Pursuant to Section 2271.001 of the Texas Government Code:

1. "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. "Company" means a for-profit 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 exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2271 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2271 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Iran, Sudan and Foreign Terrorist Organizations Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2252 of the Texas Government Code, as amended:

1. will not do business with Iran, Sudan, or any foreign terrorist organization; and
2. will not do business with Iran, Sudan, or any foreign terrorist organization during the term of the contract.

Date

Signature

Firearm Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

- 1. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- 2. will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

- 1. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- 2. "Company" means a for-profit 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 exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees,
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity;
- will be between a governmental entity and a sole proprietor; or
- is an exempt contract under Section 2274.003 of the Texas Government Code.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Prohibition of Contracts Discriminating Against Energy, & Energy Company Boycott Verification Form

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company, under the provisions of Chapter 2274 of the Texas Government Code, as amended:

1. does not boycott energy companies currently; and
2. will not boycott energy companies during the term of the contract.

Pursuant to Chapter 2274 and Section 809.001 of the Texas Government Code:

1. "Boycott energy company" 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).
2. "Company" means a for-profit 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 exist to make a profit.

Date

Signature

EXCLUSION FROM CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE

I, _____, the undersigned representative of _____ (the "Company") do hereby declare, represent, and verify that the Company is excluded from Chapter 2274 because the contract in question:

- will be between a governmental entity and a company with fewer than 10 full-time employees;
- will have a value of less than \$100,000 that is to be paid wholly or partly from public funds of the governmental entity; or
- will be between a governmental entity and a sole proprietor.

Please check exceptions, if any, that apply to the potential contract between the City of Huntsville and the Company.

Date

Signature

Critical Infrastructure Verification Form

To the extent this proposal relates to critical infrastructure in the State of Texas, I, _____, the undersigned representative of _____ (the “Company”) do hereby declare, represent, and verify that the Company is not owned by or has the majority of stock or other ownership interest held by or controlled by: individuals who are citizens of China, Iran, North Korea, Russia, or a country designed by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code as amended (“designated country”); or

1. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Date

Signature

:

Texas Public Information Act Verification Form

I, _____, the undersigned representative of _____ (the “Company”) do hereby acknowledge that the requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation, proposal and any resultant contract, and agree that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Date

Signature

References

Responder shall submit with their solicitation the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. (Form is attached for your convenience below)

Reference 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Reference 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Reference 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

EMAIL: _____

Non-Collusion Affidavit

1. He/she is _____ of _____, the responder that has submitted the attached bid/proposal.
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder not any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, of to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage again the City of Huntsville or any per interest in the proposed contact.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Firm Name

Bid Term & Conditions

DEFINITIONS:

City – City of Huntsville

City Council – The elected officials of the City of Huntsville who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter, Ordinance and Laws.

Contract- An agreement between the City and a vendor to furnish products over a designated period of time during which repeated purchases or a single purchase are made of the commodity (s) or service specified.

Vendor – The potential or successful bidder of an Invitation for Bid or Request for Proposal.

ACCEPTANCE: The City reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the City;
- A bid that fails to meet the essential requirements;
- A bid that does not conform to the specifications;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or otherwise seeking to limit contractor liability, or to limit the City's rights;
- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;

- Price quoted shall be the price in effect at the time of delivery which remains unknown at the present time.
- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City, and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Huntsville. Therefore, in order to accomplish the objective/goal it is not the intention of the City to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final. In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal

compliance and not all standards and specifications have been met or exceeded, the City must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the City of Huntsville's Purchasing Department. Addenda may be posted on the City of Huntsville's web site and may be distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City of Huntsville's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the Cities award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the City.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without acceptable reason and without the approval of the purchasing manager. Any interlineations, alteration, or erasure made before opening time should be initialed by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or 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 to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits

to the local governmental entity an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Huntsville. All subcontractors must be approved in writing by the City prior to any work being initiated.

BID AWARD: The City of Huntsville reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the City to consider and all-or-none bid, it must be stated on the bid sheet (s). The City reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and worker's compensation insurance and to request business references. All awards will be based on the best interest of the City, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. Purchase price, including payment discount terms;
- c. The reputation of the bidder and of the bidder's goods or services;
- d. The quality of the bidder's goods or services;
- e. The extent to which the goods or services meet the City's needs
- f. The bidder's past relationship with the City;
- g. Delivery terms;
- h. Availability of repair and maintenance

- parts;
- i. Financial condition;
 - j. The total long-term cost to the City to acquire the bidder's good or services; and
 - k. Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The City shall act as sole judge in determining equality and acceptability of products offered.

CHANGE ORDERS: 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 may require approval of the City Council.

COLLUSION: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidders bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidders bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, county and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known

discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS. If the City receives one or more bids 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 from a bidder whose principal place of business is not in the municipality, the City may enter into a contract with: 1) the lowest bidder, or 2) the bidder whose principal place of business is in the municipality, and whose bid is within five percent of the lowest bidder whose principal place of business is not in the municipality, with written justification by the governing body as to economic benefit.

CONTRACT: This bid, when properly accepted by the City of Huntsville, shall constitute a contract equally binding between the successful bidder and the City of Huntsville. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the City without the prior written approval of the City of Huntsville. Should any change in terms be requested by the vendor after the contract has been awarded, the City reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City. The City reserves the right to reject the bid of any bidder who is in violation of any City Ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION: The City may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the City has the right to terminate this contract by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids. No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider until the exact amount of damages due to the City from the Service Provider is determined and paid. City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary.

DELIVERY: All delivery and freight charges (FOB City of Huntsville designated location) are to be included in the bid price. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: 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, including affiliations and business and financial relationships such persons may have with the City officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by contacting the City of Huntsville City Secretary,

1212 Ave. M Huntsville, TX 77340. By doing business or seeking to do business with the City you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. The City of Huntsville reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the City's form only. Bidder shall provide with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending City of Huntsville City Council approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget

has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Huntsville fiscal year shall be subject to budget approval. The City reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION AGREEMENT: The contractor agrees to indemnify, hold harmless and defend the City of Huntsville, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons. It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

INTERLOCAL COOPERATIVE: Other government entities within the State of Texas may be extended the opportunity to purchase off of the City of Huntsville's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and the City is not obligated or liable for any action or debts that may arise out of such

independently, negotiated
"piggyback" procurements.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If an item is not picked up within reasonable time after notification, the item will become a donation to the City for disposition.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. The City of Huntsville is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement will be governed and construed by the State of Texas Local Government Code, City Charter, City Ordinance, and City Purchasing Policy. Information in the record is deemed public record in accordance with the Texas Public Information Act. This agreement is performable in the City of Huntsville, Huntsville, Texas. Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the County of Walker, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles

NOTIFICATION: The City uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The City accepts no responsibility for the lack of notification or receipt of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. All invoices must be mailed to City of Huntsville

Attn: Accounts Payable 1212 Ave. M
Huntsville, TX 77340. The City requests credits for any errors. Invoices will not be short paid.

PRICE redetermination may be considered by City of Huntsville only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important consideration in the City's evaluation of the lowest and best bid. The City of Huntsville reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. The City reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year. Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The City will not reimburse responding firms for these

expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

REMEDIES: The successful bidder and the City of Huntsville agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Huntsville. All samples will be return when applicable.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a 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

TAXES: The City of Huntsville is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal. The City upon request will execute a Tax Exemption Certificate. The City is statutorily exempt from State and Local Sales tax and a permit number is not required.

WARRANTY: Successful bidder shall warrant that all items/services 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

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing manager.
9.15

No-Response Statement

Proposal Name: Street Asphaltic Concrete Paving with Milling Services and Street Reconstruction
Request for Proposal Number 25-25

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

- Unable to respond to the request for bid or request for proposals by the specific deadline.
- Our company does not carry or cannot offer this type of product and service.
- Specifications are restrictive, unclear or incomplete. Please explain below

- Invitation is suitable, but engaged in other work.
- Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Responders Information

Street Asphaltic Concrete Paving with Milling Services and Street Reconstruction Request for Proposal
Number 25-25

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Addendum #1 acknowledged

Telephone Number

Addendum #2 acknowledged

Addendum #3 acknowledged

Fax Number

Addendum #4 acknowledged

Please mark N/A if no addendums issued

Email

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE CONSIDERED NON-RESPONSIVE

Proposal # 25-25 Page 34 of 34 Firm Name: _____ Initials: _____