

# CITY OF NEW BRAUNFELS



## REQUEST FOR PROPOSALS

### Road Construction Materials Solicitation # RFP 23-009

Date Issued: January 9, 2023

RESPONSES MUST BE RECEIVED **NO LATER THAN:**  
**3:00 P.M. CST February 9, 2023**

New Braunfels Purchasing Department: Phone: 830-221-4081  
Email: [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov)



## SOLICITATION AND OFFER

City of New Braunfels  
Purchasing  
550 Landa St  
New Braunfels, Texas 78130

**Solicitation Number: 23-009**

Road Construction Materials

☐ Invitation for Bid (IFB)  
☒ Request for Proposal (RFP)

Date Issued: January 9, 2023

### SOLICITATION

Proposers must submit sealed Proposals containing one (1) signed original hardcopy and one (1) in electronic format (USB). **Electronic Bid submissions do not require original hardcopy and USB to be submitted.**

Questions concerning RFP must be received, by email only, prior to **5:00P.M. CT on February 1, 2023.**

Proposals will be received at the Office of the City Secretary at the address shown above until: **3:00 P.M. (CT), February 9, 2023.**

**There will not be a public opening.** Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

(NO collect calls, Telegraphic, Email, or Fax offers accepted)

Paige McDonald,  
Assistant Purchasing  
Manager

Email: [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov)  
Phone: (830) 221-4081

5% Proposal Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Payment Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)
100% Performance Bond Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	(If YES, See information in Section 5)

### OFFER

Proposer will comply with the General Terms and Conditions required by the City of New Braunfels.

*In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.*

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT. SIGNATURE SHOULD ALSO BE REFLECTED ON USB COPY.

Name  
and  
Address  
of Proposer:

Name and Title of Person Authorized to Sign Offer:

E-Mail Address:

Phone Number:

Signature:

Date:

Name, Address, Email and Telephone Number  
of Person authorized to conduct negotiations  
on behalf of Proposer.

(Applies to Request for Proposal only)

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**SECTION 3  
INSTRUCTIONS FOR RESPONSE**

**3.1 SUBMISSION OF PROPOSALS**

- (a) Electronic Bidding. The City of New Braunfels has partnered with its third-party vendor, Texas Purchasing Group (BidNet Direct) as its e-procurement site. For this Request for Proposal, electronic bid submission is another option available to Proposers. The link to BidNet Direct website: <https://www.bidnetdirect.com/texas/city-of-new-braunfels>.

You must register on their site prior to your electronic submission. If you have any problems completing your vendor registration or submitting your electronic bid, please contact BidNet at (800) 835-4603, Option 2, to speak with live customer support.

- (b) Deliver your Proposal, or changes to your Proposal, in SEALED ENVELOPES OR PACKAGES identified on outside with Proposer's name and address. Failure to submit Proposal in this manner may subject Proposer to disqualification. **Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:**

**City of New Braunfels  
City Secretary's Office/Front Lobby  
ATTN: Purchasing  
550 Landa Street  
New Braunfels, TX 78130**

The outside of the Proposal envelope or package **must state**:

**"RFP 23-009 Road Construction Materials  
Proposal Due Date: February 9, 2023, 3:00 PM CT"**

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

**PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.**

- (c) Proposals may not be withdrawn after the time set for the closing, unless approved by the City.

**3.2 TERMS AND CONDITIONS**

Terms and Conditions that apply to this solicitation can be found at <https://www.newbraunfels.gov/DocumentCenter/View/30424/Service-Agreement>

**3.3 OBLIGATION**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of New Braunfels, to enter a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of New Braunfels, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

### 3.3 PROPOSAL CONTENT

Proposers shall limit proposals to 30 pages exclusive of tabs and forms. Each proposal, completed and signed by person(s) authorized to bind individual or legal entity, shall include the following in one envelope/package:

- **TAB 1: Solicitation and Offer Form:** Proposer must complete and sign form located on Page 2.
- **TAB 2: Documents:**
  - a. **ATTACHMENTS A, B, & C**
  - b. **Signed Addenda, if applicable**
- **TAB 3: Qualifications, Experience, & Contract Management**
  - The City will evaluate based on the Respondent's qualifications and successful experience in project/contracts of similar scope. City will consider the relevance of experience for all parties proposed as a part of the team
  - Provide a one-page narrative that describes Respondent's overall qualifications.
  - Submit a list of at least three (3) similar contracts performed by Contractor. The list should include names, telephone numbers, and email addresses of the clients, preferably municipalities if possible
  - Description of Contractor's safety record listing all warnings, notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Contractor, transporter, storage facility and/or disposal facility
  - Provide name, title, address, telephone and fax number, and email address of your single point of contact to represent your company with the City during the Contract
  - Indicate the physical address of the plant site being offered on road construction materials to be picked up by the City. If more than one (1) site, please indicate which materials are being offered by location
  - Include information for Subcontractors, if applicable
  - Proposer shall provide a brief narrative that clearly and concisely describes the Respondent's organization and approach to the contract to include general availability, current Quality Assurance/Quality Control (QA/QC) procedures and problem resolution, current Safety procedures/policies, and any additionally relevant information.
- **TAB 4: Cost of Goods and Services**
  - The City will evaluate price as an important, but not sole, factor, considering the cost of base services and optional services if applicable.
  - Proposer shall submit the required pricing in the format of the Cost Proposal Form in this solicitation as Attachment A
- **TAB 5: Additional Supporting Documentation**, such as copies of licenses and certifications
- **TAB 6: Deviations from Request for Proposal:**  
Reference Attachment D – Exceptions and Alternatives Form. Proposer is to indicate any deviations being offered in lieu of specified language referenced in the solicitation.

### 3.4 CONTACT FOR QUESTIONS

**All questions concerning this solicitation shall be in writing to: Paige McDonald, Assistant Purchasing Manager, via email [pmcdonald@newbraunfels.gov](mailto:pmcdonald@newbraunfels.gov).** All prospective Proposers are hereby instructed to not contact any member of the City of New Braunfels' City Council, City Manager, evaluation committee, or City of New Braunfels' staff members other than the noted contact person. Any such contact may be cause for rejection of your Proposal.

### 3.5 RESPONSES TO QUESTIONS/INQUIRIES

Responses to questions/inquiries that directly affect an interpretation or change to this RFP will be issued in writing by Purchasing as an addendum and posted at <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City's website.

All such addenda issued by the Purchasing Representative before the time that Proposals are received shall be considered part of the RFP. Only those inquiries the Purchasing Office replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Proposers shall be responsible for monitoring the City's website or BidNet for any updates pertaining to the solicitation described herein. Various updates may include addenda, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

### 3.6 COMPETITIVE PROPOSALS

Proposals will not be opened publicly to avoid disclosure of contents to competing Proposers and kept confidential during the process of negotiation. However, all Proposals will be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer. Marking the entire Proposal as confidential and/or proprietary is not in conformance with the Texas Open Records Act.

### 3.7 PROPOSAL MODIFICATIONS/WITHDRAWALS

Proposals cannot be altered or amended after the submittal deadline. Proposals may be modified prior to the deadline only by providing a written notice by mail or email) to the Purchasing Representative at the address shown herein. A submitter's Proposal may also be withdrawn in writing by providing the same notice by a submitter or the submitter's authorized agent, providing the agents identify is made known and the agent signs the request to withdraw Proposal.

**HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT.** This provision does not change the common law right of a proposer to withdraw a Proposal due to a material mistake in the Proposal.

### 3.8 NON-COLLUSION

Proposers certify that Proposals are made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product/service and that this Proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Proposers understand collusive behavior is a violation of federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**SECTION 4  
SPECIFICATIONS**

**4.1 SCOPE OF CONTRACT - INDEFINITE QUANTITY**

The City of New Braunfels (herein after referred to as "City") is seeking qualified Contractor(s) to provide Road Construction Materials, for delivery and/or allowances for City to pick up road construction materials at Contractor's plant, on an as-need basis.

The quantities listed on the Cost Proposal Form represents the City's estimated annual quantities. However, no guarantee of quantities is being offered by the City.

Road Construction Materials shall include, but not be limited to, crushed stone, various types; sandstone; HMHL or HMA, various types; flexible base, various types; rocks, various sizes; silica sand, topsoil; ready-mix concrete; emulsion, various types; lime/lime slurry and bulk Portland cement.

This is a combination Firm Fixed-Price and Estimated Requirements Contract. The firm fixed-price portion calls for a definite quantity of items as shown in the Cost Proposal Form, and for which City of New Braunfels incurs an obligation by award of contract. Award of this solicitation for the firm quantities stated obligates the bidder to deliver that firm quantity specified without regard to placement of any Delivery Order. Award of this solicitation for the estimated requirements portion stated obligates the bidder to accept orders placed for the period stated. Upon acceptance of a bid by City of New Braunfels Council and issuance of a Contract Award by the City of New Braunfels Purchasing Manager, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Delivery Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued. Delivery Schedule listed by bidders on the page 1 of this RFP shall apply to the individual Delivery Orders.

- 4.1.1 City of New Braunfels is obligated to pay for such orders above and to order all its requirements against this contract for which award has been made. City of New Braunfels is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.
- 4.1.2 Delivery Orders may be issued from date of Award. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.
- 4.1.3 Upon receipt of delivery order from City is considered "issued". Orders may be issued by mail, fax or confirmation email.
- 4.1.4 If the City's requirements do not result in orders in the quantities described as "ESTIMATED" on the Cost Proposal Form, that fact shall not constitute the basis for an equitable price adjustment.
- 4.1.5 If the City urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.
- 4.1.6 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## **4.2 CONTRACTOR REQUIREMENTS**

### **4.2.1 QUALIFICATIONS**

Specified services shall be performed by a Company with a minimum of five (5) years' experience or documented experience specializing in this type of work. Contractor shall hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections, as applicable.

### **4.2.2 GENERAL REQUIREMENTS**

The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each delivery, as practical, and keep them in the Contractor's possession unless otherwise approved by the City.

Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.

## **4.3 DAMAGES**

- a.** The City assumes no responsibility for the Contractor's property nor offers any storage for equipment, tools, or supplies.
- b.** The City shall not be liable for any loss or damage sustained by the Contractor. The Contractor shall save the City whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement.
- c.** The Contractor shall exercise every necessary precaution for the safety of work site and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
- d.** The Contractor shall be responsible for any property damage caused by the use of vehicles or other equipment while engaged in this contract.
- e.** The Contractor will be responsible for any damages to the irrigation system due to negligence on the part of the Contractor or the Contractor's representative.
- f.** Any damage to public or private property shall be reported immediately to the City-designated authorized representative(s).



#### 4.4 SPECIFICATIONS

All materials that reference a Texas Department of Transportation specification shall adhere to the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and to ADA Standards for Accessible Design. The materials that do not denote Texas Department of Transportation specifications, or that are not included in the technical specifications in this bid package and shall adhere to the general guidelines of the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, to ADA Standards for Accessible Design, and meet or exceed the requirements noted in the bid item.

The Quantities noted in the Cost Proposal Form are to assure equitable bidding and may vary greatly in the contract.

##### 4.4.1 PORTLAND CEMENT

No brand of cement will be accepted for use which has not established itself as a high-grade Portland cement and given satisfaction for three (3) or more years in use under climatic or other conditions of exposure of at least equal severity as those of the work proposed.

In bulk shipments, the shipping slip must clearly denote the name of the manufacturer, the brand of the cement, the place of manufacture, and the type of cement. Bulk cement shall be weighed on approved scales as herein prescribed.

In sack shipments, each sack must bear the name of the manufacturer, the brand of cement, the place of manufacture, and the type of cement printed thereon.

Sacks of cement shall weigh not less than ninety-four pounds (94#) each, which in volume will be conceded to be one (1) cubic foot. Bags varying more than five percent (5%) from the specified weight may be rejected, and if the average weight in any shipment as shown by weighing fifty (50) bags taken at random is less than that specified, the entire shipment may be rejected.

All cement must be stored in a suitable moisture-proof storage house. The cement, while being hauled or stored at the job site, must be properly protected. No cement shall be used which, in the opinion of the Engineer, has been injured by age or exposure.

##### 4.4.2 PORTLAND CEMENT

Portland cement shall conform to "Specifications for Portland Cement" ASTM C150 or "Standard Specification for Blended Hydraulic Cement" ASTM C595.

The first of these specifications covers six (6) types of Portland cement as follows:

Type I	Normal Cement
Type II	Moderate Sulfate Resistant Cement
Type II (MH)	Moderate Heat of Hydration (and Moderate Sulfate Resistance) Cement
Type III	High Early Strength Cement
Type IV	Low Heat Hydration Cement
Type V	High Sulfate Resistant Cement

The second of these specifications covers four (4) types of blended hydraulic cements as follows:

Type IL	Portland Limestone Cement
Type IS	Portland-Slag Cement
Type IP	Portland-Pozzolan Cement
Type IT	Ternary Blended Cement

## CONCRETE

### 4.4.3 CEMENT

The cement shall be of a standard brand of Portland Cement, meeting the standards as noted in the Portland Cement Specifications. The type of cement will depend on the application. Unless otherwise noted, the cement required is Type II. If the use of High-early strength cement is not specified, and the Contractor desires to use it, he shall obtain written permission of the Engineer, and shall assume all additional costs incurred by the use of such cement.

### 4.4.4 ADMIXTURES

Unless otherwise provided in the plans or special provisions, approved types of admixtures to minimize segregation, to improve workability, or to reduce the amount of mixing water may be used in the rate of dosage specified by the Engineer. Admixtures shall not be used to replace cement. The following types of admixtures are generally used:

*AIR-ENTRAINING ADMIXTURES:* Air-entraining admixtures, if used, shall conform to "Specification for Air-Entraining Admixtures for concrete" ASTM C-260. An air-entraining agent shall be used in all concrete for concrete pavement, retaining walls, concrete manholes and/or inlets.

*CHEMICAL ADMIXTURES:* Accelerating, retarding, and water-reducing admixtures, if used, shall conform to "Specifications for Chemical Admixtures for Concrete" ASTM C-494. Calcium chloride shall not be used.

*POZZOLANIC ADMIXTURES:* Fly Ash and Natural Pozzolans shall conform to "Specifications for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete" ASTM C618.

### 4.4.5 COARSE AGGREGATE

Coarse aggregate shall consist of durable particles of gravel, crushed blast furnace slag, and/or crushed stone of reasonably uniform quality throughout, free from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either or adherent coating on the aggregate. It shall not contain more than 0.25 percent by weight of clay lumps, nor more than 1.0 percent by weight of shale, nor more than 5.0 percent by weight of laminated and/or friable particles.

Coarse Aggregate shall have a wear of not more than forty percent (40%) when tested according to TxDOT Test Method Tex-410-A, and when tested by standard laboratory methods shall meet the following grading requirements:

Percent Passing the 2" sieve	100%
Percent Passing the 1-1/2" sieve	95 to 100%
Percent Passing the 3/4" sieve	35 to 70%
Percent Passing the 3/8" sieve	10 to 30%
Percent Passing the #4 sieve	0 to 10%
Loss by Decantation (Tex-406A)	1.5% Maximum

Where the coarse aggregate is delivered on the job site in two or more sizes and types, each type and/or size shall be batched and weighed separately.

All aggregates shall be handled and stored in such a manner as to prevent size segregation and contamination of foreign substances. When segregation is apparent, the aggregate shall be remixed. At the time of its use, the aggregate shall be free from frozen material. Aggregate containing foreign materials will be rejected. Coarse aggregate that contains more than 0.5 percent free moisture by weight shall be stockpiled for at least twenty-four (24) hours prior to use.

#### 4.4.6 FINE AGGREGATE

Fine aggregate shall consist of clean, hard, durable particles of natural manufactured sand, slag, lightweight aggregate, or a combination thereof. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter or other objectionable material.

##### ***FINE AGGREGATE EXCLUSIVE OF MINERAL FILLER***

Fine aggregate shall be free from injurious amounts of salt, alkali, or vegetable matter. It shall not contain more than 0.5 percent by weight of clay lumps. When subjected to the test for organic impurities, Tex-408-A, the fine aggregate shall not show a color darker than the standard.

When the fine aggregate is mixed with Type III cement in the proportion of 1:3, the average strength of not less than three (3) standard mortar briquettes at the age of three (3) days shall be equal or greater than the strength of Ottawa sand mortar briquettes of the same proportions and consistency when tested at the age of three (3) days.

Fine aggregate, when tested in accordance with test method, Te-401-A, shall meet the following grading requirements:

Percent Passing the 3/8" sieve	100%
Percent Passing the #4 sieve	95 to 100%
Percent Passing the #8 sieve	80 to 100%
Percent Passing the #16 sieve	50 to 85%
Percent Passing the #30 sieve	25 to 65%
Percent Passing the #50 sieve	10 to 35%
Percent Passing the #100 sieve	0 to 10%
Percent Passing the #200 sieve	0 to 3%

Material removed by decantation, Tex-406-A, shall not exceed 4.0 percent by weight.

##### ***MINERAL FILLER***

Mineral filler shall consist of clean stone dust, crushed sand, crushed shell or any other approved inert material. When tested in accordance with Tex-401-A, it shall meet the following requirements:

Percent Passing the #30 sieve	100%
Percent Passing the #200 sieve	65% to 100%

Where fine aggregate is delivered to the job site in two or more sizes or types, each type and/or size of material shall be batched and weighed separately. Where mineral filler is used, it shall be batched and weighed separately. At the time of its use, the fine aggregate shall be free from frozen material, and aggregate containing foreign material will be rejected.

#### 4.4.7 WATER

Water shall be reasonably clean and free from injurious amounts of oil, acid, salt, alkali, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. If, in the opinion of the Engineer, the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

**SECTION 5  
EVALUATION OF PROPOSALS**

**5.1 SELECTION PROCESS**

It is the intent of the City to make multiple awards from this solicitation, based on evaluation criteria listed in this solicitation and Proposer's submitted Proposal; however the City will award in the manner deemed most advantageous to the City.

The City's evaluation team will rank Proposals meeting the evaluation criteria and the requirements of the needed services outlined in the solicitation and as outlined in the Proposer's proposal.

The Proposer(s) selected for award will be awarded an Agreement to provide services as specified.

**5.2 EVALUATION CRITERIA:** The City of New Braunfels will review all Proposals submitted in response to this solicitation using the criteria presented below and rank each Proposer. The Proposer will be recommended for award to City Council based upon the published selected criteria noted below. The evaluation committee recommendations are subject to approval by the City of New Braunfels City Council.

Proposals will be ranked based on the following evaluation criteria:

<u>Criteria</u>	<u>Points</u>
<b><u>Qualifications and Experience in Contracts of Similar Scope</u></b>	15 pts.
<b><u>Proposed Contract Management</u></b>	15 pts.
<b><u>Cost of Goods and Services</u></b>	70 pts.
<b>TOTAL</b>	<b>100 pts</b>

The City reserves the right to request additional information or clarifications from all Proposers and to allow corrections of errors or omissions.

**5.3 Other Considerations.** The City reserves the right to request additional information or consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer's background, personnel, experience, financial and other references, management practices, exceptions to the RFP or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.

**5.4 Opened Proposal.** A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

**5.5 Additional Information.** At your option, provide in your Qualifications any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded a contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

### 5.6 LIMITATIONS

- **Right to Accept or Reject.** The City reserves the right to reject any or all submittals, to waive informalities and accept the submittal that the Owner believes is the most advantageous to the public interest and in keeping with the local government project procedures. The RFP does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP.
- **Solicitation to Remain Subject to Acceptance.** All solicitations will remain subject to acceptance for one hundred twenty (120) days after opening without acting.
- **City Council Approval Required.** The City of New Braunfels City Council may approve the respondent selected to provide the services requested in this RFP. The City reserves the right to authorize contract negotiations to begin without further discussion with Proposers submitting a response. Therefore, each Proposal should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written Proposal.
- **Respondent's Obligation Regarding Evaluation:**
  - Submission of Information. Submitters are cautioned that it is each respondents sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the Proposal. Failure of a respondent to submit such information may cause an adverse impact on the evaluation of the specific Proposal.
  - Submitter Review of RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the respondents' risk and will not be a determinative factor when awarding the contract for services.
- **Oral Non-Binding.** Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.
- **Lobbying Prohibited.** Proponents are prohibited from directly or indirectly communicating with City Council members regarding the Proponent's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Proponents are prohibited from contacting city staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the proponent from the selection process.

**SECTION 6  
AWARD OF CONTRACT**

**6.1. SUCCESSFUL PROPOSER'S DOCUMENTS:** The successful Proposer will provide its proposal and any negotiated amendments to the proposal to the Office of the Purchasing Manager as an electronic Word file.

**6.2. CONTRACT AWARD:** The selection of a Proposer and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which proposal is in the City's best interest and to award the contract on that basis, to reject any and all proposals, waive any irregularities of any proposal, negotiate with any potential Proposer (after proposals are opened) if such is deemed in the best interest of the City.

**6.3. CITY COUNCIL APPROVAL:** The City Council will consider the final contract for approval unless the award amount is less than \$50,000.00. In the event the total amount of the contract is less than \$50,000.00, the contract will be awarded administratively.

**6.4. FINAL CONTRACT:**

- A. The selected Proposer will assume responsibility for all services offered in its proposal, whether such services are provided by a subcontractor or joint venture arrangement. The successful Proposer will be considered the sole point of contact about contractual matters, including payment of all charges resulting from the contract.
- B. The successful Proposer will be required to enter a written contract with the City. The City's legal terms and conditions for this contract are included herein.
- C. This RFP and the successful Proposer's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful Proposer.
- D. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If exceptions are taken to the City's Agreement, this will be clearly indicated and a full explanation given for each exception. It is required that the proposal enumerate the specific clauses that the Proposer wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, Proposers are cautioned not to state that the Proposer's proposal is subject to the Proposer's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which no further consideration or evaluation will be made.

**ATTACHMENT A  
COMPANY INFORMATION**

**1. Company Information:**

- Company name: \_\_\_\_\_
- Company address: \_\_\_\_\_
- Year established: \_\_\_\_\_
- Number of years in business under present name: \_\_\_\_\_
- Form of ownership:    ☐ Proprietorship    ☐ Partnership    ☐ Corporation    ☐ Other (specify) \_\_\_\_\_
- When organized: \_\_\_\_\_
- If a corporation, where incorporated: \_\_\_\_\_
- Federal Employer Identification Number: \_\_\_\_\_
- Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_
- DUNS NUMBER: \_\_\_\_\_
- Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- Complete **A** below if you are a non-resident Respondent (your company's principal place of business is not in Texas). **Resident Respondents must check box B.**
  - ☐ **A:** Company is a non-resident Respondent. Its principal place of business is the state of \_\_\_\_\_  
    Check one of the following options:
    - ☐ Non-resident Respondents in the state of our principal place of business are required to propose \_\_\_\_ percent lower than resident Respondents by state law. A copy of the statute is attached.
    - ☐ Non-resident Respondents in the state of our principal place of business are not required to underbid resident Respondents in order to secure contract awards.
  - ☐ **B:** Company's principal place of business or corporate offices is in the State of Texas.

**2. Subcontractor(s), if applicable:**

- ☐ Subcontractor(s) will not be used to complete this contract.
- ☐ Subcontractor(s) will be used to complete this contract. (*Attach a list if additional space is necessary.*)
  - Subcontractor Name: \_\_\_\_\_
  - Percentage (%) of Total Contract: \_\_\_\_\_
  - Mailing Address: \_\_\_\_\_

- 3.** If applicable, provide a list of officers of the company who, while in the employ of the company or the employ of previous companies, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy

## ATTACHMENT B VENDOR CERTIFICATIONS

Company name: \_\_\_\_\_

**To demonstrate qualification to perform the scope of services, answer all questions listed below. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets, if applicable.**

### DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity or is Respondent listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov?>

☐ Yes      ☐ No

**If yes**, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension, or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

### CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. ☐ Yes      ☐ No
- A. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution.
- B. "Fraudulent practice" means an intentional misrepresentation of facts made
1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
  2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
  3. to deprive Owner of the benefits of free and open competition.
- C. "Collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and
- D. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

### 2. NON-COLLUSION CERTIFICATION:

- A. Non-Collusion Certification: Do you certify that all the following are true and correct concerning your company's cost Proposal? ☐ Yes      ☐ No
1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation.
  2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;
  3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion,



conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and

4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.

**3. GOVERNMENT CODE TITLE 10 SUBTITLE F VERIFICATIONS:**

- A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: ☐ **Yes** ☐ **No**
  1. Does not boycott Israel currently; and
  2. Will not boycott Israel during the term of the contract.
- B. Pursuant to Sections 2270.001, 2270.002, 808.001, 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any 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.
- C. Pursuant to subtitle F, Chapter 2252, Texas Government code, contractor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of New Braunfels. ☐ **Yes** ☐ **No**

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I have read all the specifications and general RFP requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

\_\_\_\_\_  
**Company's Name**

\_\_\_\_\_  
**Signature, Authorized Representative of Respondent**

\_\_\_\_\_  
**Title**

**ATTACHMENT C  
EXCEPTIONS AND ALTERNATIVES FORM**

**Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.**

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed non-responsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

- ☐ No Exceptions Taken
- ☐ Exceptions Taken – \*See attached (Include in Tab 10)  
*\*Note that if any exceptions are taken, all required information must be submitted as an attachment*

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In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a)** The specific item or clause for which an exception is requested (citing the page and item number).
- b)** The suggested change to the exception, inclusive of proposed new language if applicable.
- c)** An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

*Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.*

---

**Authorized Signature**

**Date**

---

**Title**

### ATTACHMENT D COST PROPOSAL FORM

Unit prices must be all inclusive of all labor, materials, and equipment for the performance of specified services. Include cost of freight to destination(s) shown in the unit price in your bid. Only FOB destination bids will be considered. There shall be **no additional charges** for fuel, insurance, supplies, or any other separate charges.

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
1	<b><u>Crushed Stone, Type B, Grade 3, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
2	<b><u>Crushed Stone, Type B, Grade 4, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
3	<b><u>Crushed Stone, Type B, Grade 3</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
4	<b><u>Crushed Stone, Type B, Grade 4</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
5	<b><u>Sand Stone, Grade 5, de-ice rock DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
6	<b><u>Sand Stone, Grade 5, de-ice rock</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
7	<b><u>Crushed Stone, Ballast Rock, Drain Field Rock, 1 1/2" maximum size, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
8	<b><u>Crushed Stone, Ballast Rock, Drain Field Rock, 1 1/2" maximum size</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
9	<b><u>Crushed Stone, Ballast Rock, Drain Field Rock, 3/4" maximum size</u></b> , <b>DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
10	<b><u>Crushed Stone, Ballast Rock, Drain Field Rock, 3/4" maximum size</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	800	TON	\$ _____	\$ _____
11	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete, Type A</u></b> , <b>DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
12	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete, Type A</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ) <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
13	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete Type B</u></b> , <b>DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
14	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete, Type B</u></b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
15	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete, Type C, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____
16	<b><u>Hot Mix Hot-Laid Asphalt or Hot Mix Asphalt-Concrete, Type C,</u></b> City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders, complete</b>	23,000	TON	\$ _____	\$ _____
17	<b><u>Hot Mix Hot-Laid Asphalt, Type D, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders, complete</b>	23,000	TON	\$ _____	\$ _____
18	<b><u>Hot Mix Hot-Laid Asphalt, Type D,</u></b> City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____
19	<b><u>Hot Mix Hot-Laid Asphalt, Type B, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____
20	<b><u>Hot Mix Hot-Laid Asphalt, Type B,</u></b> City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____
21	<b><u>Hot Mix Cold-Laid, Type D, DELIVERED</u></b> to the job site or to the stock yard, <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____
22	<b><u>Hot Mix Cold-Laid, Type D,</u></b> City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders, complete</b>	3,000	TON	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
23	<b>Hot Mix Cold-Laid, Type B, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
24	<b>Hot Mix Cold-Laid, Type B</b> , City trucks loaded with supplier equipment at plant site ( <b>no delivery required</b> ) <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
25	<b>Hot Mix Cold-Laid, Type B, Black Base, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
26	<b>Hot Mix Cold-Laid, Type B, Black Base</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	33,000	TON	\$ _____	\$ _____
27	<b>Flexible Base, Type A, Grade 2, PI ≤ 12, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
28	<b>Flexible Base, Type A, Grade 2, PI ≤ 12</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
29	<b>Flexible Base, ¾" to Dust, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
30	<b>Flexible Base, ¾" to Dust</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
31	<b>Rock, 6" to 12" size, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
32	<b>Rock, 6" to 12" size</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
33	<b>Rock, 3" to 5" size, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
34	<b>Rock, 3" to 5" size</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	3,000	TON	\$ _____	\$ _____
35	<b>Silica Sand, DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	500	TON	\$ _____	\$ _____
36	<b>Silica Sand</b> , City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	500	TON	\$ _____	\$ _____
37	<b>Top Soil</b> , from an approved source (free of contamination or trash), <b>DELIVERED</b> to the job site or to the stock yard, <b>minimum 25 TON orders</b> , complete	500	TON	\$ _____	\$ _____
38	<b>Top Soil</b> , from an approved source (free of contamination or trash), City trucks loaded with supplier equipment at the plant site ( <b>no delivery required</b> ), <b>minimum 25 TON orders</b> , complete	500	TON	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
39	<b><u>Concrete, Ready-Mix, Standard Aggregate Size</u></b> , 3,000 lb. @ 28 days, <b>DELIVERED</b> to the job site, <b>4 cubic yard or larger per truck orders</b> , complete	100	CU YD	\$ _____	\$ _____
39A	<b><u>Concrete, Ready-Mix, Standard Aggregate Size</u></b> , 3,000 lb. @ 28 days, <b>DELIVERED</b> to the job site, <b>SHORT TRUCK LOAD CHARGE</b> , complete	1	CU YD	\$ _____	\$ _____
40	<b><u>Concrete, Ready-Mix, 3/8" Maximum Aggregate size, Curb Mix</u></b> , 3,000 lb. @ 28 days, with 3% air, <b>DELIVERED</b> to the job site, <b>4 cubic yard or larger per truck orders</b> , complete	100	CU YD	\$ _____	\$ _____
40A	<b><u>Concrete, Ready-Mix, 3/8" Maximum Aggregate Size, Curb Mix</u></b> , 3,000 lb. @ 28 days, with 3% air, <b>DELIVERED</b> to the job site, <b>SHORT TRUCK LOAD CHARGE</b> , complete	1	CU YD	\$ _____	\$ _____
41	<b><u>Concrete Ready-Mix, High Slump, Soup Mix</u></b> , 2,500 lb. mix before additional water, <b>DELIVERED</b> to the job site, <b>4 cubic yard or larger per truck orders</b> , complete	100	CU YD	\$ _____	\$ _____
41A	<b><u>Concrete Ready-Mix, High Slump, Soup Mix</u></b> , 2,500 lb. mix before additional water, <b>DELIVERED</b> to the job site, <b>SHORT TRUCK LOAD CHARGE</b> , complete	1	CU YD	\$ _____	\$ _____
42	<b><u>Concrete Ready-Mix, Standard Aggregate Size</u></b> , 3,000 lb. @ 28 days, with 3% air, plasticizer, <b>DELIVERED</b> to the job site, <b>4 cubic yard or larger per truck orders</b> , complete	100	CU YD	\$ _____	\$ _____



Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
42A	<b><u>Concrete Ready-Mix, Standard Aggregate Size</u></b> , 3,000 lb. @ 28 days, with 3% air, plasticizer, <b>DELIVERED</b> to the job site, <b><u>SHORT TRUCK LOAD CHARGE</u></b> , complete	1	CU YD	\$ _____	\$ _____
43	<b><u>Emulsion, HFRS-2, Anionic, No Pump Required</u></b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	30,000	GAL	\$ _____	\$ _____
43A	<b><u>SPECIFY DEMURRAGE RATE, IF ANY, after Two (2) hours</u></b> <b>Emulsion, HFRS-2, Anionic, No Pump Required</b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	1	HOUR	\$ _____	\$ _____
44	<b><u>Emulsion, CSS-1H, Cationic, No Pump Required</u></b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	30,000	GAL	\$ _____	\$ _____
44A	<b><u>SPECIFY DEMURRAGE RATE, IF ANY, after Two (2) hours</u></b> <b>Emulsion, CSS-1H, Cationic, No Pump Required</b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	1	HOUR	\$ _____	\$ _____
45	<b><u>Emulsion, CHFRS 2 P, Cationic, No Pump Required</u></b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	30,000	GAL	\$ _____	\$ _____
45A	<b><u>SPECIFY DEMURRAGE RATE, IF ANY, after Two (2) hours</u></b> <b>Emulsion, CHFRS 2 P, Cationic, No Pump Required</b> , <b>DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	1	HOUR	\$ _____	\$ _____

Item	Item Description	Quantity	Unit of Measure	Unit Price	Extended Total
46	<b><u>Emulsion, CRS 2, Cationic, No Pump Required, DELIVERED</u></b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	30,000	GAL	\$ _____	\$ _____
46A	<b><u>SPECIFY DEMURRAGE RATE, IF ANY, after Two (2) hours</u></b> <b>Emulsion, CRS 2, Cationic, No Pump Required, DELIVERED</b> to the job site, <b>2,000 gal or larger per truck orders</b> , complete	1	HOUR	\$ _____	\$ _____
47	<b><u>Emulsion, MC-30, No Pump Required, DELIVERED</u></b> to the job site, <b>1,000 gal or larger per truck orders</b> , complete	10,000	GAL	\$ _____	\$ _____
47A	<b><u>SPECIFY DEMURRAGE RATE, IF ANY, after Two (2) hours</u></b> <b>Emulsion, MC-30, No Pump Required, DELIVERED</b> to the job site, <b>1,000 gal or larger per truck orders</b> , complete	1	HOUR	\$ _____	\$ _____
48	<b><u>Commercial Lime Slurry, TYPES B AND C. DELIVERED AND SPREAD</u></b> , that meets the Requirements of DMS-6350, lime and lime slurry and DMS-6330 lime prequalification of hydrated lime and quicklime.	500	TON	\$ _____	\$ _____
49	<b><u>Bulk Type I/II Grey Portland Cement, 25 TON minimum order</u></b> , to be <b>DELIVERED AND SPREAD</b> . Cement to meet ASTM C150	500	TON	\$ _____	\$ _____

**Any other item not listed, discount off list:**

\_\_\_\_\_ %