

CITY OF LEANDER
INVITATION FOR BID
FIRE STATION ROOF REPLACEMENT

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide all labor, equipment and materials for the replacement of the Fire Station #2 roof, hereinafter “Roof”.
2. **LOCATION:** Fire Station #2 is located at 1950 Crystal Falls, Leander, TX 78641.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. It is the sole responsibility of respondents to stay apprised of changes. The City’s Definitions, Terms and Conditions can be obtained from the City’s website <http://www.leandertx.gov/finance/page/purchasing>.
 - 3.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: Bid Form
 - 4.3. Attachment C: Roof Photos
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Department
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City’s acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 6.2. Respondent shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with foreign vendors, Respondent shall be located within:

- 60 Miles from Leander, Texas 78641
- 150 Miles from Leander, Texas 78641
- United States

7. **SUBCONTRACTORS:** Subcontractors shall not be used for the services specified herein.

8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 8.1. Purchase price;
- 8.2. Reputation of Respondent and of Respondent's goods and services;
- 8.3. Quality of the Respondent's goods and services;
- 8.4. The extent to which the goods and services meet the City's needs;
- 8.5. Respondent's past relationship with the City;
- 8.6. The total long-term cost to the City to acquire the Respondent's goods or services;
- 8.7. Any relevant criteria specifically listed in the solicitation.

9. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- 9.1. Price **60 Points**
- 9.2. Meets specifications **30 Points**
- 9.3. Responsibility of respondent **10 Points**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

10. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.

11. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.

12. **QUANTITIES:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods or services needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.

13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 13.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 13.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
- 1.1. Solicitation released **December 4, 2013**
 - 1.2. Pre-Solicitation Meeting and Site Visit (**Mandatory**) **December 12, 2013**
December 12th, 2013 at 10:00 AM
1950 Crystal Falls
Leander, Texas 78641
 - 1.3. Deadline for questions **December 13, 2013**
 - 1.4. City responses to all questions or addendums **December 16, 2013**
 - 1.5. Responses for solicitation due at or before **3:00 PM** **December 19, 2013**

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, 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. **PRE-SOLICITATION MEETING, SITE VISIT AND INSPECTION:** A pre-solicitation meeting, site visit and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The site visit and inspection will immediately follow the pre-solicitation meeting. The pre-solicitation meeting will be conducted on:

December 12th, 2013 at 10:00 AM
1950 Crystal Falls
Leander, Texas 78641

 - 3.1. The City considers this pre-solicitation meeting **mandatory**. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend this pre-solicitation meeting. Respondents shall sign-in at the pre-solicitation meeting to document their attendance.
 - 3.2. Respondents are encouraged to bring a copy of the solicitation document with them to the meeting.
 - 3.3. Respondents are required to provide their own transportation for the site inspection tour.
 - 3.4. It is the responsibility of the Respondent to the project to determine quantity, amounts, precise measurements, material requirements and other solicitation related details during said inspections.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

City of Leander
Purchasing Department
200 W. Willis Street
Leander, Texas 78646

 - 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications

5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:

- 5.1. Provide City contact(s) information for implementation of agreement.
- 5.2. Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** Successful Respondent shall provide all labor, equipment and materials for the repair and replacement of the Fire Station #2 roof.
2. **LOCATION:** Fire Station #2 is located at:
**1950 Crystal Falls
Leander, TX 78641**
3. **ROOF SURFACE AREA:** The estimated roof surface area is unknown. The building square footage is estimated at 6,511 sq. ft. The roof area shall be identified as the first and second story roof over the facility. Respondents are responsible for taking their own measurements as noted during the pre-solicitation conference. No allowance shall be made for overages once an Agreement is in place. Cost proposal shall be evaluated on the total project.
4. **ROOF COLOR:** City shall choose and approve color.
5. **ROOF AND INSTALLATION:** Respondent shall:
 - 5.1. Remove and dispose of existing roof.
 - 5.2. Install new metal roof of like type per code with required moisture barrier.
6. **ROOF MATERIAL:** Preferred material is metal.
7. **COMPLETION DATE:** The scope of work identified herein shall be complete no later than 30 working days from receipt of City Purchase Order.
8. **PERMIT FEES:** Permit fees may be waived.
9. **WARRANTY:** The goods and services shall be warranted against defects in material and workmanship for a period of not less than ten (10) years beginning with the date of acceptance. If the manufacturer's standard warranty exceeds ten (10) years then the manufacturer's warranty shall be in effect.
10. **BONDING:** At the time of award, successful respondent shall be required to execute a good and sufficient payment bond **AND** performance bond.

All bonds and insurance required by the agreement shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to the City and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997) and which is otherwise acceptable to the City.

City may require the surety to obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding \$100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

The bonds must be:

- 10.1. In the full amount of the contract price;
- 10.2. Conditioned that the contractor shall faithfully perform the contract; and
- 10.3. Bonds shall be executed and delivered to the City within **10 days of the award of contract.**

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Solicitation Document provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - 1.1. In the event of errors in extension pricing, unit prices shall govern.
2. Attachment A: Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.
NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



ATTACHMENT B
BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street, Leander, TX 78641

SOLICITATION INFORMATION
Solicitation Number: #S14-004
Solicitation Name: Fire Station #2 Roof Replacement
Opening Date: December 19, 2013
Opening Time: On or Before 3:00 PM CST
Opening Location: City of Leander, City Hall, 220 W. Willis Street, Leander, TX 78641

RESPONDENT INFORMATION
Tax ID Number:
Business Name:
Address:
Address:
Contact:
Telephone:
Entity Type:
E-mail:

HOW DID YOU HEAR ABOUT THIS SOLICITATION?

Form with checkboxes for: Newspaper, City's Website, E-mail Announcement, ESBD, Other

FIRST TIME RESPONDING TO CITY OF ROUND ROCK?

Form with checkboxes for: Yes, No

IS YOUR BUSINESS REGISTERED WITH VENDOR CENTRAL?

Form with checkboxes for: Yes, No and a link to roundrocktexas.gov/VendorCentral

Table with 6 columns: ITEM #, ITEM DESCRIPTION, UNIT OF MEASURE, ESTIMATED QUANTITY, COST PER SQUARE FOOT, TOTAL COST. Row 1: #1, Fire Station #2 Roof Replacement, SF, [blank], [blank], [blank]

DAYS TO COMPLETE [blank]

ACKNOWLEDGEMENTS

By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State...

Further, by signing and submitting this response the Respondent acknowledges:

That they have read and fully understand the solicitation and accept all terms and conditions set forth herein. The respondent is not currently delinquent in the payment of any debt owed to the City.

Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.

The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part I, #14 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?

Form with checkboxes for: Yes, No

Response shall include one (1) signed original and two (2) copies of response.

Printed Name, Authorized Signature, Date

Failure to sign response will disqualify response.

ATTACHMENT C

FIRE STATION #2 ROOF PHOTOS

