

November 23, 2011

Bid No. 12-21

INVITATION TO BID

Bids marked "SEALED BID-"ANNUAL CONTRACT FOR WATER AND WASTEWATER UTILITY SUPPLIES" will be received at the Purchasing Department, City Hall, Kingsville, Texas until 1:30 P.M. on December 6, 2011 for:

WATER AND WASTEWATER UTILITY SUPPLIES AS PER ATTACHED SPECIFICATIONS AND DATA SHEETS F.O.B. KINGSVILLE, TEXAS, DESTINATION POINT

Additional specifications or information may be obtained at the Purchasing Department, 200 E. Kleberg (361) 595-8036 or (361) 595-8025. Bid packages may also be obtained by e-mailing your request to: purchdir@cityofkingsville.com. Bidders may be present for the bid opening.

All bidders are encouraged to submit literature or responses to this solicitation on recycled paper, printed on both sides, where practicable.

All bids will be publicly opened and read if received by the above stated time, place, and date. Any bid received after the time set for the opening thereof will be returned to the bidder unopened.

The bid will be awarded to the lowest, responsible bidder or the bidder who provides goods and services at the best value to the City of Kingsville.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of "responsible" and "best value" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

David Mason
Purchasing Director

MINIMUM CONDITIONS FOR WATER & WASTEWATER UTILITY SUPPLIES

1. DO NOT DELAY REVIEWING THIS BID

This Bid has a mandatory due date established which cannot be waived under any circumstances. If you did not receive this Bid directly from the City of Kingsville please promptly notify the Purchasing Department of your name and address to ensure receipt of any addenda or other communications regarding this Bid.

2. QUANTITIES

Listed are the City's best estimates and do not obligate the City to order or accept more than the City's actual requirements during period of this agreement beginning December, 2011 and ending September 30, 2012 as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that water and wastewater utility supplies will be requested as needed only. The City of Kingsville does not guarantee any specified quantities to be purchased during this contract period. Bidders shall ship only quantities requested.

3. PRICES

Prices must be firm and include all delivery charges to the City's Warehouse or the Wastewater Treatment Plant in Kingsville, Texas. Bids submitted on the basis of "prices in effect at time of shipment", will not be considered. The City of Kingsville is exempt from, and prices shall exclude, all Federal excise and transportation taxes as well as the State of Texas Limited Sales Tax.

4. TIME IS OF THE ESSENCE ON DELIVERIES

Time is of the essence to this contract. The successful Bidder must be able to deliver within twenty four (24) hours of receiving a Purchase Order (FOB) destination to the City of Kingsville at the expressed location. If the successful Bidder fails to deliver within the specified time, the City of Kingsville shall be authorized to purchase said merchandise wherever available and the successful Bidder agrees to pay the City of Kingsville for any amount over the awardee bid price, which the City of Kingsville must pay due to non-performance of the successful Bidder.

5. EXTENSION OF CONTRACT

The City of Kingsville reserves the right to purchase additional materials which are not specifically listed in this bid, on the same discount basis that was used to calculate the prices for materials that are listed on the Bid Form. The City of Kingsville reserves the right to extend this contract for an additional 60 days.

6. AWARD

Awards will be made by groups only, (i.e., all manholes to one bidder, all clamps to one bidder, etc.) or by total bid package.

7. The items described herein, shall be purchased from the lowest, responsible bidder submitting a bid or the bidder providing goods or services at the “best value” for the City of Kingsville; or, if appropriate, all bids will be rejected. The determination as to which bidder submitted the responsible and “best value” bid shall rest solely with the City, and shall be based on the lowest total cost to the City. In making this decision, the initial purchase price will be considered and the following items will also be considered.

- a. Scheduled delivery times.
- b. Facilities of the supplier; it must have facilities adequate to service what he/she sells.
- c. Past performance of the supplier and manufacturer concerning such things as meeting scheduled delivery times and parts and service support, both before and after warranty.
- d. The quality of the bidder’s goods or services.
- e. The extent to which the goods or services meet the City of Kingsville needs.
- f. The total long-term cost to the City of Kingsville to acquire the bidder’s goods or services.

8. The latest editions of descriptive literature (pictures, brochures, etc.) on all items the bidder proposes to furnish shall be furnished with each bid. This literature shall include a copy of all applicable standard manufacturers’ warranties, if applicable.

PROPOSED SPECIFICATIONS FOR FIRE HYDRANTS

1. Hydrants shall be designed, manufactured and tested in compliance with the latest edition of AWWA C502 "Standard for Dry-Barrel Fire Hydrants" as published by the American Water Works Association.
2. Hydrants shall be "TRAFFIC" type with a replaceable "breakable" unit immediately above the ground line for minimizing repairs due to traffic damage.
3. Hydrants shall be of a "dry barrel" configuration to prevent water loss due to traffic damage and freezing.
4. Hydrants shall be constructed such that the main valve closes with water pressure to assure no loss of water in the event of damage to the upper portion of the fire hydrant.
5. Main valve opening shall have a diameter of at least 5 ¼" inch to assure optimum flow.
6. Standpipe (hydrant barrel) inside diameter shall not be less than 7 ¼" inch.
7. Hydrant shall be of a "dry top" design with O-ring seals to insure that the operating threads will be protected from water entry.
8. Hydrant operating nut shall turn left to open in order to maintain uniformity with presently installed hydrants, and direction of open shall be clearly marked at the top of the hydrant.
9. Operating and Cap nuts will be pentagon in shape.
10. Hydrants shall be a 6" inch inlet of Mechanical design for ease of installation.
11. Hydrants shall have an automatic drain that is operated by the main valve rod and shall have two drain ports in the shoe of the hydrants. These drain ports shall be brass lined to prevent rusting.
12. Hydrants shall have two 2 ½" inch nozzles having National standard threads and one 4 ½ D" pumper nozzle having National Standard threads. The caps shall be furnished with rubber gaskets to prevent leakage and if nut design caps are furnished they shall conform to Item #9. Caps shall be equipped with cadmium plated steel chains and pear links. Wire chains and cables are unacceptable. The minimum distance from the ground line to the centerline of the lowest nozzle shall be eighteen (18) inches.

Specifications for Fire Hydrants

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13. Hydrant nozzle section shall be capable of rotation through 360 degrees with respect to the standpipe. Such rotation shall not place the operating rod in a position such that it might obstruct the flow through any nozzle.
14. The outside of the hydrant top section shall be painted a minimum of one coat of primer and one finished coat of industrial enamel.
15. Hydrants with springs, toggles and other excessive parts which may present expensive maintenance problems will not be considered.
16. Flow characteristics and friction loss through the hydrant shall not exceed C502 standard. A certified curve showing friction loss for the hydrants to be furnished shall be supplied with each bid.
17. Examples of hydrants which meet the above specifications are:
 - a. American Darling B-84
 - b. Mueller #A423 - CenTerion
 - c. or City's approved equal.

Bidders shall specify in their bid the name of manufacturer and the manufacturer's identification number of the hydrant they propose to furnish and supply descriptive literature and specifications of same.

18. Pre-Approved Fire Hydrants

Mueller & American Darling fire hydrants have been pre-approved by the Water Department. Any company wishing to pre-qualify for future city bids must follow the format outlined herewith. The City of Kingsville welcomes the introduction of new products as they become available. If your company has a new product that is not currently a part of our approved product list, we invite you to provide us with a sample fire hydrant for field evaluation. At the end of a three-year field test, the fire hydrant will be returned to the supplier. If it is determined that your fire hydrant meets our qualifications and the city has no evidence of performance problems at other neighboring utilities, we will then add it to our list of pre-qualified fire hydrants for the next bid.

GENERAL CONDITIONS FOR BIDS

**** READ CAREFULLY ****

1. THE BID PACKAGE FILED IN THE PURCHASING DEPARTMENT AND THE INFORMATION CONTAINED WITHIN IS THE ONLY AUTHORIZATION TO PROVIDE THE OUTLINED MATERIALS, ITEMS OR SERVICES REQUESTED UNDER THIS BID BY ANY COMPANY.
2. The Purchasing Department requests that you respond with the Colored return envelope supplied. If another envelope is used, mark clearly on it the bid opening date.
3. The City of Kingsville will accept bids submitted on bid forms provided by the City of Kingsville only. Bids submitted on other forms, other than those provided by the City, will be considered non-responsive and will not be included for further evaluation.
4. Unless otherwise stated in the specifications, all prices will be considered firm for acceptance within sixty days of bid opening. Any exception to this must be so stated on the face of offer.
5. The City of Kingsville is exempt from all Federal Excise Taxes and also from State and City Sales Tax, under authority of Chapter 20, Title 122A, Revised Civil Statutes of Texas. Properly executed exemption certificates will be furnished on request.
6. Preference will be given when prices quoted are F.O.B. delivered with all transportation charges prepaid. Unless otherwise stated, all items shall be considered as F.O.B. delivered.
7. The City of Kingsville will pay for articles or services purchased under this bid within thirty days after proper delivery and receipt of correct and proper invoice. In case of a discrepancy between the unit price and the extension, the unit price will be taken.
8. The City of Kingsville reserves the right to remove a company from any commodity index for (1) continued failure to respond when approached, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, and (4) failure to maintain a competitive position on a particular commodity group.
9. ALL BIDS MUST BE SIGNED BY HAND. Electronic bids are not acceptable.
10. The successful bidder must be capable of handling all bid and delivery requirements.

11. The successful bidder must prove that he/she is duly capable of performing all services or delivering items awarded.
12. A bidder may be rejected for non-performance or a bad performance record.
- 13. The City of Kingsville reserves the right to waive any informality in the bid documents.**
14. Questions: Any questions about this bid package shall be submitted in writing, no later than November 29, 2011, to City of Kingsville, Purchasing Department, P. O. Box 1458, Kingsville, Texas 78363, Attn: David Mason.
15. A printed copy of the bid tabulation will be available upon written request to the Purchasing Director. Oral requests will not be accepted. Each written request must contain a self-addressed, stamped envelope and must reference the bid title and number. Bid tabulations will be available for public viewing in the Purchasing Department for a period of 30 days from the bid opening. Bid tabulations may also be viewed at the City's Web Site: www.cityofkingsville.com, go to "Departments", Purchasing Department, Bid Tabulations.
16. EQUAL EMPLOYMENT OPPORTUNITY: THE CITY OF KINGSVILLE DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR ON THE BASIS OF DISABILITY.
17. ELECTRONIC BIDS: THIS BID IS BEING MADE AVAILABLE BY ELECTRONIC MEANS. THE BIDDER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY TO INSURE THAT NO CHANGES ARE MADE TO THE BID. IN THE EVENT OF CONFLICT BETWEEN A VERSION OF THE BID SUBMITTED BY THE BIDDER AND THE VERSION MAINTAINED BY THE PURCHASING DIRECTOR, THE VERSION MAINTAINED BY THE PURCHASING DIRECTOR SHALL GOVERN. **ONLY SEALED PAPER BIDS WILL BE ACCEPTABLE FOR THIS BID.**
18. **VENDORS ARE RESPONSIBLE FOR CHECKING THE CITY'S WEBSITE FOR ADDENDA PRIOR TO SUBMITTING THEIR BIDS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE FOR THE CONTENT OF ANY BID PACKAGE RECEIVED THROUGH ANY THIRD PARTY SERVICES. IT IS THE RESPONSIBILITY OF THE VENDOR TO INSURE THE COMPLETENESS AND ACCURACY OF THE DOCUMENTS RECEIVED.**

Name of Company _____

ACKNOWLEDGEMENT

Please forward this form to the above address, attention: Purchasing Department
Ref: Bid No. 12-21, Utilities Supplies, **ONLY IF YOU ARE NOT BIDDING!**

If you elect not to bid, we would be interested to know why. Usually when a firm chooses not to bid it relates to one of the following problems:

1. _____ Specifications too "tight", i.e. geared toward one vendor and/or manufacturer only.
2. _____ Insufficient time to respond to the Invitation for Bid.
3. _____ We do not offer this product or an equivalent.
4. _____ Perception on vendor's part of favoritism.
5. _____ Our product schedule would not permit us to perform.
6. _____ Unable to meet specifications.
7. _____ We do not choose to expend time and expense to administer Performance Bonds.
8. _____ Specifications unclear.
9. _____ Vendor payment problem history.
10. _____ Transportation cost restraint.
11. _____ Other

Remarks: _____

It is important to me to understand why your firm was uninterested in bidding to us. This will help me evaluate our bids and make changes that may be required. Therefore, if you would be so kind to indicate to me why you could not bid, I would be very appreciative.

I look forward to your response. Should you have any questions or care to discuss this further, please do not hesitate to contact me directly at (361) 595-8025.

Sincerely,

David Mason
Purchasing Director