

September 25, 2014

Bid No. 15-01

INVITATION TO BID

Bids marked SEALED BID – “COMMERCIAL BASE LIMESTONE” will be received at the Purchasing Department, City Hall, 200 E. Kleberg, Kingsville, Texas until 1:30 P.M. on Tuesday, October 14, 2014.

COMMERCIAL BASE LIMESTONE
AS PER ATTACHED SPECIFICATIONS
F.O.B. KINGSVILLE, TEXAS, DESTINATION POINT

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

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.

Mr. David Mason
Purchasing Director

MINIMUM SPECIFICATIONS FOR COMMERCIAL BASE LIMESTONE

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. Intent of Invitation

In accordance with the attached specifications, it is the intent of this formal Invitation to Bid to receive bids from qualified bidders for COMMERCIAL BASE LIMESTONE for a period of 12 months beginning October 01, 2014 and ending September 30, 2015 as per specifications and Data Sheet attached hereto and made a part hereof. Quantities shown are the City's estimated annual requirements.

3. Notice of Award

Award of contract will be by "Letter of Award" issued by the City of Kingsville Purchasing Director. Actual purchases will be made by Purchase Order releases issued as requirements arise.

The items or services 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 **plus** the following items will 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.

4. Quantities

As shown on the attached Data Sheet are estimated and may vary, more or less, in accordance with the City's needs during this contract period. It is specifically understood and agreed that commercial base limestone will be requested as needed only. The City of Kingsville does not guarantee any specified quantities to be purchased during this contract period.

5. Deliveries

Deliveries are to be made periodically during the contract period as requested by the City on our Release Orders.

Deliveries shall be made to the various locations in the City of Kingsville within three (3) working days after vendor is notified of the City's needs.

The City of Kingsville reserves the right to request additional quantities at the same price for the same period of contract (12 months).

6. Prices

Prices are to be submitted on both: (1) prices F.O.B. Kingsville, Texas and (2) prices if materials are picked up at the plant.

7. Extension of Contract

The City of Kingsville reserves the right to extend the contract annually upon mutual agreement.

8. TERMINATION OF CONTRACT:

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. The City of Kingsville reserves the right to award cancelled contract to next best offerer as it deems to be in the best interest of the City of Kingsville.

9. Termination for Default:

The City of Kingsville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City of Kingsville in the event of breach or default of this contract. The City of Kingsville reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted proposal.

10. Breach of Contract:

Breach of contract or default authorizes the City of Kingsville to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

RELEASE

RELEASE OF LIABILITY AND RELEASE OF ALL CLAIMS

I, _____, _____ St.,
_____, Texas, am a person of sound mind and am over the age of eighteen (18) years,
and have the capacity to enter into contracts and agreements, including indemnification and release of claims
agreements such as this.

I agree to hold harmless and indemnify the City of Kingsville, its agents, officers, employees, and successors
against and for all liability, cost, expenses, claims, and damages which I or others may any time suffer or sustain
or become liable for by reason of any accidents, damages, or injuries to persons or property of myself or any
party in any manner arising from the hauling of commercial base limestone . I further agree to indemnify the
City of Kingsville, its agents, officers, employees or successors in interest in any matter arising from the hauling
of paving/ road materials and/or oils.

**I AGREE I AM NOT AN EMPLOYEE OF THE CITY OF KINGSVILLE BUT AN INDEPENDENT
CONTRACTOR NOT SUBJECT TO SPECIFIC CONTROL OF AND BY THE CITY OF KINGSVILLE.**

Name

Telephone No.

Address

Signature

City

Date

Fax

E-Mail

**Tx DOT Item 247 Type A Grade 1 Commercial Base Limestone
Typical Analysis**

Sieve Size	% Retained Individual	% Retained Accumulative	% Passing	Item 247 Specs % Retained Accumulative
1 3/4"	0.0	0.0	100.0	0
1 1/4"				
1"				
7/8"	31.5	31.5	68.5	10-35
3/4"				
5/8"				
1/2"				
3/8"	16.5	48.0	52.0	30-50
1/4"				
#4	16.0	64.0	36.0	45-65
#8				
#10				
#16				
#20				
#30				
#40	14.6	78.6	21.4	70-85
#50				
#80				
#100				
#200				
Ret'd				

Plasticity Index (max) Test Method Tex-106-E	10
Liquid Limit (% max) Test Method Tex-104-E	35
Wet Ball Mill (% max) Test Method Tex-116-E	40

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. PRICES SHOULD BE ITEMIZED. THE CITY OF KINGSVILLE RESERVES THE RIGHT TO AWARD BY ITEM OR BY TOTAL BID PACKAGE.
7. 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.
8. 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.
9. 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.
10. ALL BIDS MUST BE SIGNED BY HAND.
11. The successful bidder must be capable of handling all bid and delivery requirements.
12. The successful bidder must prove that he/she is duly capable of performing all services and/or delivering items awarded.
13. A bidder may be rejected for non-performance or a bad performance record.
14. The City of Kingsville reserves the right to waive any informality in the bid documents.

15. **Questions:** Any questions about this bid package shall be submitted in writing, no later than **October 14, 2014**, to **City of Kingsville, Purchasing Department, P. O. Box 1458, Kingsville, Texas 78363, Attn: David Mason.**
16. 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.
17. **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.
18. **ELECTRONIC BIDS:** THIS BID IS ALSO BEING MADE AVAILABLE BY ELECTRONIC MEANS. THE BIDDER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY TO INSURE THAT NO CHANGES ARE MADE TO THE BID PACKAGE. IN THE EVENT OF A 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.
19. 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.

September 25, 2014

Bid No. 15-01

CITY OF KINGSVILLE
BID FORM

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Kingsville commercial base limestone for the period commencing upon award and through September 30, 2015 and renewable annually. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL UNIT PRICE</u> <u>F. O. B.</u> <u>KINGSVILLE, TX</u>
1.	3,000 TONS	Tx DOT Item 247 Type A, Grade 1, Commercial Base Limestone DELIVERED BY RAIL	\$ _____
		DELIVERED BY TRUCK	\$ _____
		PICKED UP AT YOUR PLANT	\$ _____

TIME NEEDED FOR DELIVERY: _____ DAYS (RAIL)

TIME NEEDED FOR DELIVERY: _____ DAYS (TRUCK)

HOW MUCH NOTICE DO YOU NEED IF CITY PICKS UP MATERIALS AT YOUR PLANT?

PLEASE STATE DEMURRAGE TIME AND AMOUNT, IF ANY:

AMOUNT \$ _____

TIME _____

**ADDITIONAL CHARGES \$ _____

**LIST TYPE OF CHARGES _____

ADDRESS AND LOCATION OF YOUR PLANT:

****CHARGES NOT CLEARLY STATED WILL NOT BE HONORED AFTER BID IS AWARDED!****

I certify that I understand the specifications, have read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. I further certify and agree to furnish any or all products/services at the price offered, and upon conditions contained in the specifications of the Invitation to Bid.

DATED THIS _____ DAY OF _____, 2014.

BIDDING FIRM

BY: _____
PRINT NAME

(SIGNATURE)

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

Name of Company _____

ACKNOWLEDGEMENT

Please forward this form to the above address, attention: Purchasing Department

Ref: Bid No. 15-01, Commercial Base Limestone, **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,

Mr. David Mason
Purchasing Director

DM:tt