

April 7, 2016

BID No. 16-09

INVITATION TO BID

Sealed Bids marked "Bid 16-09 HAULING SERVICES" will be received at the Purchasing Department, City Hall, Kingsville, Texas until 1:30 P.M. on Tuesday April 19, 2016 for:

HAULING SERVICES AS PER ATTACHED SPECIFICATIONS

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: dmason@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/IT Director

BID NO. 16-09
HAULING SERVICES

SCOPE

The intent of this bid is to obtain a contractor or contractors who will perform multiple hauling services for the City of Kingsville, including, but not limited to: hauling construction/demolition debris to the landfill; hauling road materials, sand, and other aggregates to Kingsville, and local moving of heavy equipment no more than 50,000 lbs.

INSURANCE

Insurance shall be provided, per the attached guide, prior to issuance of notice to proceed.

BASIS OF EVALUATION

Award will be made on the basis of the best value to the City. Best value will be based on the amount quoted per truck load, size of the trucks, and the quantity of trucks to be provided daily to perform these services, as well as past performance, references and any other pertinent factors.

SUBMITTALS

Upon request, each bidder may be asked to provide the following information:

1. A brief history of your firm.
2. A minimum of three customer references, including contact names and phone numbers, for which your firm provides services of a similar scope as requested in this bid.

DESIGNATED CONTACT

The successful bidder shall appoint a person to act as a primary contact for the City's representative. This person shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

SERVICE SPECIFICATIONS

GENERAL

The successful bidder shall diligently pursue the course of the work until completed. Upon completion of the work, an inspection will be performed by the City Representative. Should the completed work not receive the approval of the Representative, additional work shall be performed until it meets the necessary approvals. All workmanship shall be of the highest quality. SUBSTANDARD WORK WILL BE REJECTED.

The City of Kingsville will not specify contractor crew size, provided the desired work quality is achieved as evaluated by the City Representative. **THE SUCCESSFUL BIDDER SHALL PROVIDE A MINIMUM OF THREE TRUCKS AT ALL TIMES.**

SITE CONDITIONS

The successful contractor shall be responsible to first examine the site and all conditions thereon and/or **herein prior to commencing work.**

The successful bidder shall perform site work operations to minimize hazards and conflicts with surrounding properties and the public. At all times the site, equipment and materials shall be kept in a safe, neat manner. Cooperation with City Representative is expected.

LOCAL CODES

The project is located within the city limits and the City's landfill and is subject to all codes, rules, regulations and ordinance of the City of Kingsville and Kleberg County, as applicable.

CONTRACTOR RESPONSIBILITY

The successful bidder shall take precaution to prevent damage to the area surrounding the limits of the clean-up work. The successful bidder shall assume responsibility for any damage resulting from this operation.

SUPERVISION AND SAFETY

The successful bidder shall be responsible for the supervision and direction of the work performed by his/her employees and shall, at all times, provide a full time manager or crew leader on the jobsite to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the successful bidder in his absence, and shall be fully qualified to implement the contract specifications.

The successful bidder shall be responsible for instructing his employees in all safety measures. All equipment used by the contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on City property. All employees will wear proper personal protective equipment while working on City premises.

CITY REPRESENTATIVE

The following individual will serve as the City representative for this project:
Mr. William Donnell 361.595.8051

The City Representative will be in charge of contacting the contractor to notify him/her when his/her services are required; and to inspect and approve the work performed.

RESPONSE TIME

The contractor shall have his/her equipment and personnel to the affected area within a maximum of 24 hours of notification by the City Representative that his/her services are required. (The 24 hours is to be measured from the time the call is placed to the contractor.)

Please state your best response time (with the equipment and personnel required to perform the work as specified herein) to any point within the specified area, in the space provided on the Bid Price Form.

Should the contractor not be able to meet the requirement of this time frame; the City of Kingsville reserves the right to procure these services elsewhere.

At the City of Kingsville's discretion, the response time may be lengthened. The contractor will be informed of the response time required upon initial notification by the City Representative that his/her services are required.

EQUIPMENT REQUIREMENTS

In order to be considered for award under the bid, contractors must list the equipment they will use to perform the work in the space provided on the Bid Price Form. All trucks and equipment to be used under this bid shall be provided turnkey with a qualified driver/operator; and be in a safe and legal operating condition.

Truck and equipment driver/operators provided under this bid must possess the appropriate valid/current licenses; and operate all trucks and equipment in a safe and legal manner.

DUMP FEES

The successful bidder shall haul loads of debris from various demolition projects, to the City's Landfill. The contractor will **not** be responsible for paying dump fees at the City's landfill (payment will be handled internally by the City of Kingsville).

PROGRESS REPORTS

The contractor shall be responsible for providing the City Representative with verbal progress reports every 3-4 hours while the work is being performed.

PERMITS

The contractor must be appropriately licensed (as necessary).

The contractor must be capable of furnishing, upon request, all state, local and other licenses required for the specified work to be performed.

CONTRACT

A purchase order will serve as the contract. If the contract requires a formal contract, a sample shall be included with the bid response.

SAFETY

The contractor shall be responsible for maintaining a safe work environment for employees, subcontractors and the general public at all time. Contractor shall supply all necessary safety equipment for employees. Contractor shall comply with all applicable OSHA regulations.

INSURANCE REQUIRMENTS FOR SERVICE

This Standard Insurance Language is to utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law.

Employees liability will have minimum of:

\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employees non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

The City of Kingsville is to be shown as the certificate holder and shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

An original hand signed certificate shall be on file with and approved by the City of Kingsville Risk Manager prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with the Risk Manager at least 15 days prior to the expiration date.

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 Bid Form must be returned in a sealed envelope with the Bid Title and Bid Number and Opening Date clearly indicated on the outside of said envelope.
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.

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 and/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 to City of Kingsville, Purchasing Department, P. O. Box 1458, Kingsville, Texas 78363, Attn: David Mason.
15. 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.
16. 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.
17. 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.

April 7, 2016

BID No. 16-09

**BID PRICE FORM
FOR HAULING SERVICES**

THIS FORM MUST BE COMPLETED AND RETURNED AS PART OF YOUR BID.

In accordance with the terms of your Invitation to Bid, having examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges
Receipt of Addenda numbers: _____

- Haul from Corpus Christi to Kingsville \$ _____ PER TRUCK
- Haul from Bluntzer to Kingsville \$ _____ PER TRUCK
- Haul from Robstown to Kingsville \$ _____ PER TRUCK
- Haul from Kingsville to Landfill \$ _____ PER TRUCK
- Local moving of Heavy Equipment \$ _____ PER TRUCK
No more than 50,000 lbs

IN THE SPACE PROVIDED BELOW, PLEASE STATE THE SIZE IN CUBIC YARDS; AS WELL AS THE CAPACITY IN TONS; AND GVW OF THE TRUCK(S) YOU WILL USE FOR HAULING UNDER THIS BID. (NOTE: THIS IS THE VEHICLE(S) ON WHICH YOU WILL BASE THE PER TRUCKLOAD PRICE BIDDED ABOVE.)

NO. OF TRUCKS	SIZE IN CU. YDS.	CAPACITY IN TONS	GVW OF TRUCK

Attach additional pages if necessary

EACH TIME YOUR COMPANY IS NOTIFIED OF THE NEED TO HAUL DEBRIS, HOW LONG WILL IT TAKE TO BEGIN THE JOB: _____ (RESPONSE TIME).

NOTE: ALL BLANKS SHALL BE COMPLETED. FAILURE TO COMPLETE ALL BLANKS MAY RESULT IN DISQUALIFICATION OF THE BID.

PLEASE DESCRIBE THE TRUCK(S) YOU HAVE AVAILABLE FOR THIS CONTRACT (TO INCLUDE APPROXIMATE HEIGHT, WIDTH AND DEPTH OF THE DUMP BED):

YEAR	MODEL	HEIGHT OF DUMP BED	WIDTH OF DUMP BED	DEPTH OF DUMP BED

Attach additional pages if necessary

Bidder shall submit his/her quote on the City’s Bid Form, including the firm name and authorized signature. Any blanks spaces on the Bid Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on City’s Form may result in the bid being declared non-responsive by the City.

I certify that the hauling services to be provided under this bid will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville.

NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF SERVICES. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (printed) _____

BY (signature) _____

TITLE _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE NUMBER _____ Mobile: _____

FAX NUMBER _____

E-MAIL ADDRESS _____

DATE: _____