THE CITY OF EDINBURG

# INVITATION TO BID

**BID #2010-12 HAULING SERVICES**

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Streets Department. The bid shall be received no later than **3:00 p.m., Monday, September 28, 2009.** Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

**CITY OF EDINBURG**
**C/O CITY SECRETARY**
**415 W. UNIVERSITY DRIVE**
**P.O. BOX 1079**
**EDINBURG, TEXAS 78540-1079**

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.** All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (New City Hall) Conference Room, 1st Floor, located at 415 W. University Drive, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Jose Zamora, Streets Superintendent, at (956) 292-2122.

**If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.**

Sincerely,

Lorena Fuentes

Lorena Fuentes, Purchasing Agent

210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111

# INVITATION TO BID

ASSIGNED BID NO.: **2010-12**

BID TITLE: **Hauling Services**

CLOSED DATE & TIME: **September 28,2009 @ 3:00 PM**

SPECIFICATIONS ATTACHED _____

DELIVER SEALED BID TO: **CITY OF EDINBURG**
**C/O CITY SECRETARY**
**415 W. UNIVERSITY DRIVE**
**P.O. BOX 1079**
**EDINBURG, TEXAS 78540**

ADDENDUM ONLY _____

**Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.**

| ITEM | QUANTITY | DESCRIPTION OF GOODS OR SERVICES | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | **6 MONTHS OF SERVICES (10/01/09 - 03/31/10)** | | |
| 1 | 6,000 Tons | SERVICES TO HAUL HOT MIX FROM FRONTERA MATERIALS INC. TO ANY LOCATION WITHIN CITY OF EDINBURG CITY LIMITS. | | |
| | | FROM:<br>LAS VIBORAS PLANT WEST OF LA JOYA ON FM 2221 (JARA CHINAS ROAD) 3 MILES NORTH OF BUSINESS 83 | $_____ | $_____ |
| | | AND/OR FROM:<br>PROGRESO PLANT ON FM 1015 AND MILITARY ROAD | $_____ | $_____ |
| | | AND/OR FROM:<br>VALLEY CALICHE PRODUCTS, INC.-3 MILE & GOODWIN ROAD | $_____ | $_____ |
| 2 | 5,400 Tons | SERVICES TO HAUL CRUSHED CALICHE FROM VALLEY CALICHE PRODUCTS, INC. MANN PIT SAN MANUEL | $_____ | $_____ |
| | | AND/OR FROM:<br>FRONTERA MATERIALS FM 490 PIT | $_____ | $_____ |
| | | NOTE: BID ON HOT MIX SHOULD BE BASED ON HAULING WITH END DUMP TRAILERS | | |
| | | **Bid to be awarded on a unit price only. Also, note that this is only an estimated quantity and the unit price should be honored through September 30, 2010.** | | |
| | | Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon. | | |

# GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

   Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 388-8204, Extension 8970.

DATE:_____

BID PRICE:_____

DELIVERY DATE:_____

BIDDER NAME:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

MAILING ADDRESS:_____

TELEPHONE NO.:_____

E-MAIL ADDRESS:_____

FEDERAL ID #:_____

# BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over $25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contract for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with this section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to $25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of $5,000.00 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

| Minimum Insurance Requirements | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Comprehensive General Liability<br>(City named as additional insured)<br>Bodily Injury | $250,000 each person/$500,000 each occurrence |
| Property Damage | $100,000 each occurrence/$100,000 aggregate<br>or $500,000 combined single limits |

(E) The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

| **Minimum Insurance Requirements** | |
|---|---|
| **Type of Coverage** | **Limits of Liability** |
| Worker's Compensation | Statutory Coverage |
| Employer's Liability | Bodily Injury by Accident:<br>$100,000 each accident<br><br>Bodily Injury by Disease:<br>$100,000 each employee/$500,000 policy limit |
| Comprehensive General Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |
| Comprehensive Auto Liability<br>Bodily Injury<br><br>Property Damage | <br>$100,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |
| City's Protective Liability<br>Bodily Injury<br><br>Property Damage | <br>$250,000 each person/$500,000 each occurrence<br><br>$100,000 each occurrence/$100,000 aggregate or $500,000 combined single limits |