



INVITATION TO BID, BID FORMS  
AND BID SPECIFICATIONS FOR

**ANNUAL SUPPLY CONTRACT FOR PROCESSED BASE**

**BID REFERENCE# 051910-S1**

BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON WEDNESDAY, MAY 19, 2010  
AT THE CITY OF VICTORIA, PURCHASING OFFICE,  
1201 E. PINE STREET  
VICTORIA, TEXAS 77901

AFTER 1:30P.M. CST ALL BIDS SHALL BE DELIVERED TO  
CITY OF VICTORIA – 700 MAIN CENTER  
702 N. MAIN STREET, SUITE 204  
VICTORIA, TEXAS 77901

**BID OPENING DATE: WEDNESDAY, MAY 19, 2010 at 2:00P.M. CST**  
**CITY OF VICTORIA – 700 MAIN CENTER**  
**702 N. MAIN STREET, SUITE 204**  
**VICTORIA, TEXAS 77901**

PROJECT CONTACT PERSON

**DONALD REESE**

TELEPHONE: 361-485-3381

FAX: 361-485-3385

E-MAIL: [dreese@victoriatx.org](mailto:dreese@victoriatx.org)

## INVITATION TO BID

Bids, addressed to the City of Victoria, will be received for:

### PROCESSED BASE

in accordance with the specifications and contract documents. Bids will be received at the City Purchasing Office, 1201 E. Pine Street, Victoria, Texas until 1:30p.m. CST on Wednesday, May 19, 2010. After 1:30p.m.CST all bids shall be delivered to 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901. Bids will be opened and publicly read aloud at 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901 on **Wednesday, May 19, 2010 at 2:00p.m.** CST. Any bid received after 2:00p.m. will be returned unopened. The envelope containing the bid shall be clearly marked "Bid for Processed Base".

Bid packages are available at the City of Victoria, Purchasing Office, 1201 E. Pine Street, Victoria, Texas 77901. Bid packages may also be downloaded in pdf format at [www.victoriatx.org/purchasing/bids.htm](http://www.victoriatx.org/purchasing/bids.htm) Bidders must periodically check with the Purchasing Department and/or this webpage for modifications to bid specifications.

The City of Victoria reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to the City.

Lana Schultz  
Purchasing Agent  
City of Victoria

**CITY OF VICTORIA, TEXAS**

**PURCHASING DEPARTMENT**

**GENERAL TERMS AND CONDITIONS**

**PURCHASE CONTRACT**

The successful bidder will be asked to enter into a contract with the City of Victoria. The contract will include the specifications herein listed and any other pertinent information.

**DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders shall state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

**ANNUAL SUPPLY CONTRACTS**

All quantities specified for these specifications are merely estimates and not actual order amounts. The actual quantities ordered may be more than or less than the quantities specified.

**DISCOUNTS**

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

**WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

**FIRM TIME OF BIDS**

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 30 days.

**ORDER PLACEMENT**

Orders will be placed by Purchasing Staff. A purchase order number is mandatory before delivery is scheduled by the vendor. The purchase order will specify the required delivery date and location. Orders will be placed in accordance with the lead-time as specified on the Bid Quotation Form, unless an emergency situation should develop. The successful bidder must provide current contact information and the preferred procedure for placing an order.

**LEAD TIME**

Lead time must be specified on the Bid Sheet as to the number of calendar days from receipt to release. Bids submitted on the basis of "as required" may be rejected as being non responsive.

**PAYMENT**

Full payment will be made within 30 days of the delivery of processed base and the completion of the Purchase Order.

### **INVOICING**

Supplier shall invoice per shipment. Invoice shall be detailed, indicating date of delivery, quantity and price. Invoices are to be prepared in duplicate and submitted to: City of Victoria, Finance Office, P.O. Box 1758, Victoria, Texas 77902.

### **SALES TAX**

These items will be exempt from payment of Sales and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

### **TRANSPORTATION**

All bids must include the cost of transportation to 1701 SW Ben Jordan, Victoria, Texas 77901.

### **LATE BIDS**

Bids received after the specified opening time and date will be returned to the Bidder unopened.

### **FUNDING SOURCE**

The purchases will be funded by the City of Victoria Funds.

### **BID SUBMISSION**

One Complete Bid document, which contains the Invitation to Bid, Bid Specifications and Bid forms must be returned in its entirety.

### **BID EVALUATION FACTORS**

- A. The City retains the authority to award a bid based on findings in accordance with Texas Local Government Code § 271.905. If the City awards a bid based on Section 271.905, the City may condition such award on the awarded bidder providing additional requested information from the bidder and indemnifying the City for all costs of litigation arising from the use of said statute.
- B. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation. The City reserves the right to award a contract based on the "low total bid" for all items.
- C. Reservations. The City expressly reserves the right to:
  1. Waive as an informality minor deviations from specifications that do not impair overall functions;
  2. Waive any defect, irregularity or informality in any bid or bidding procedure;
  3. Reject or cancel any or all bids;
  4. Reissue a bid invitation;
  5. Extend the bid opening time and date;
  6. Procure any item by other means;
  7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
  8. Consider and accept an alternate bid as provided herein when most advantageous to the City.
  9. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

## **INDEMNIFICATION**

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary to the City of Victoria may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officer, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts of omissions, including negligence, of the City of Victoria, its officer, agents or employees.

**CITY OF VICTORIA, TEXAS**  
**PURCHASE SPECIFICATIONS**  
**FOR**  
**PROCESSED BASE**

The City of Victoria will accept sealed bids for an Annual Contract to supply Processed Base. The quantities listed are merely estimates of annual usage - not actual order amounts. During the period of the purchase contract, the City will buy only the actual quantity required, and it will neither be obligated to the purchase of nor limited to the quantities listed. These supplies will only be ordered as needed. The Purchase Contract will be awarded on the date as approved by the City Council of the City of Victoria. The City reserves the right to reject any or all bids, and to accept the one deemed most advantageous to the City.

Processed Base Material

The material shall conform to the requirements of Texas Department of Transportation Standard Specifications for Construction of Streets, Highways and Bridges, Item 247 (Processed Flexible Base). The processed gravel shall be Type B, Grade 3. Processed base material must be processed. "Pit run, bank run, out of the ground, etc". material will not be acceptable.

Physical Requirements

	Master Grading	% Retained
	2-1/2	0
	1-3/4	20.50
	#4	30.75
	#40	60-80
	Liquid Limit 35 Max.	
	PI 6 min. - 14 Max.	

Testing Material

All Processed Base material ordered by the City must be tested in accordance with the specifications of this contract when requested by the City Administration. Lab reports of these tests must be certified by a State of Texas Registered Professional Engineer. Cost of these tests will be the responsibility of the successful contractor.

Cancellation of Contract

Failure to comply with any and/or all provisions of this contract and any other pertinent requirements of the City Administration will constitute grounds for cancellation.

Bidder Information:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature of  
Authorized Representative: \_\_\_\_\_

**CITY OF VICTORIA, TEXAS  
INVITATION TO BID AND BID QUOTATION FORM**

THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

**USE THIS FORM IN SUBMITTING ALL BIDS**

BIDDERS NAME & CONTACT INFORMATION   (INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})	→  SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE	DATE: MAY 2,2010                      QUOTATION No.: 051910-S1  REQUEST FOR: <b>ANNUAL SUPPLY CONTRACT FOR PROCESSED BASE</b> SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON WEDNESDAY , MAY 19, 2010 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M.CST ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. <b>BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. CST ON WEDNESDAY, MAY 19, 2010 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901.</b>  LANA SCHULTZ 361-485-3170 PHONE		
<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	8,000 Tons	Annual Supply Contract for Processed Base as per City of Victoria Bid Specifications. Gravel-Processed Flexible Base, Texas Department of Transportation Item #247, Type B, Grade 3		
<b>TOTAL BID</b>				\$
<b>ALL TAXES TO BE EXCLUDED FROM BID</b>			<b>PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS</b>	

**DELIVERY IN \_\_\_\_\_ DAYS FROM RECEIPT OF ORDER.**

**Note:**

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date