

BID INVITATION
(THIS IS NOT AN ORDER)

FROM: PURCHASING DEPARTMENT
CITY OF WEATHERFORD
P.O. BOX 255
WEATHERFORD, TX. 76086
(817)598-4232

DATE: FEBRUARY 5, 2018
BID NUMBER: 2018-015
BID TITLE: CITY HALL RESTROOM REMODEL
BID OPENING: 3:30 P.M., FEBRUARY 20, 2018

TO:

SEALED BIDS/PROPOSALS FOR THE ITEMS SPECIFIED WILL BE RECEIVED AT THE OFFICE OF THE PURCHASING DEPARTMENT, 303 PALO PINTO STREET, WEATHERFORD, TEXAS 76086 UNTIL:

3:30 P.M., TUESDAY, FEBRUARY 20, 2018

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY. FAILURE TO COMPLY WITH THESE CONDITIONS MAY RESULT IN THE REJECTION OF YOUR BID AT THE DISCRETION OF THE CITY.

1. SEALED BIDS/PROPOSALS MUST BE RECEIVED ON THE ATTACHED BID SUBMITTAL FORM, PRIOR TO OPENING DATE AND TIME TO BE CONSIDERED. LATE PROPOSALS WILL BE RETURNED, UNOPENED.
2. **BIDS SHALL BE PLAINLY MARKED AS TO THE BID NUMBER, NAME OF BID, AND OPENING DATE ON THE OUTSIDE OF A COMPLETELY SEALED ENVELOPE, AND MAILED OR DELIVERED TO THE PURCHASING DEPARTMENT, CITY OF WEATHERFORD, P.O. BOX 255, 303 PALO PINTO STREET, WEATHERFORD, TEXAS 76086.**
3. ANY SUBMITTED ARTICLE DEVIATING FROM THE SPECIFICATIONS MUST BE IDENTIFIED AND HAVE FULL DESCRIPTIVE DATA ACCOMPANYING SAME, OR IT WILL NOT BE CONSIDERED.
4. ALL MATERIALS ARE TO BE QUOTED FOB WEATHERFORD, TEXAS, DELIVERED TO CITY FACILITY ON EAST OAK STREET, OR AS OTHERWISE INDICATED.
5. UNLESS OTHERWISE NOTED ON THE BID, ALL PRICES FOR ANNUAL BIDS SHALL REMAIN FIXED FOR THE TIME PERIOD SPECIFIED ON THE BID SUBMITTAL FORM.
6. IN CASE DEFAULT BY BIDDER AFTER BID ACCEPTANCE, THE CITY OF WEATHERFORD MAY, AT ITS OPTION, HOLD THE ACCEPTED BIDDER OR CONTRACTOR LIABLE FOR ANY AND ALL RESULTANT INCREASED COSTS TO THE CITY AS A PENALTY FOR SUCH DEFAULT.
7. THE CITY OF WEATHERFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE ALL INFORMALITIES AND REQUIRE THAT SUBMITTED BIDS REMAIN IN FORCE FOR A SIXTY (60) DAY PERIOD AFTER OPENING OR UNTIL AWARD IS MADE, WHICHEVER COMES FIRST.
8. THE QUANTITIES SHOWN MAY BE APPROXIMATE AND COULD VARY ACCORDING TO THE REQUIREMENTS OF THE CITY OF WEATHERFORD THROUGHOUT THE CONTRACT PERIOD.
9. THE ITEMS ARE TO BE PRICED EACH NET. PACKAGING OR SHIPPING QUANTITIES WILL BE CONSIDERED.

10. ANY ATTEMPT TO NEGOTIATE WITH THE CITY OF WEATHERFORD OR ITS REPRESENTATIVES PRIOR TO AWARD OR GIVE FALSE INFORMATION ON THE CONTENTS OF THIS BID SHALL BE GROUNDS FOR DISQUALIFICATION.
11. THE CITY OF WEATHERFORD IS EXEMPT FROM ALL SALES AND EXCISE TAXES. (ARTICLE 20.04B)
12. ANY CATALOG OR MANUFACTURERS REFERENCE IN THIS INVITATION TO BID IS DESCRIPTIVE, BUT NOT RESTRICTIVE, AND IS USED ONLY TO INDICATE TYPE AND GRADE UNLESS OTHERWISE STATED.
13. FURNISH SPECIFICATIONS AND DESCRIPTIVE LITERATURE ON ALL ITEMS BID.
14. IN THE EVENT A NO-BID IS TO BE SUBMITTED, NOTE SAME ON INVITATIONS AND RETURN WITH THE GENERAL PROVISIONS INCLUDED HEREIN.
15. THE CITY OF WEATHERFORD RESERVES THE RIGHT TO AWARD BY ITEM OR TOTAL BID AND TO WAIVE ANY FORMALITIES AND TECHNICALITIES.
16. CASH DISCOUNTS WILL BE CALCULATED FROM DATE COMPLETE SHIPMENT OF ORDER IS RECEIVED, OR DATE INVOICE IS RECEIVED BY THE CITY, WHICHEVER IS LATER. PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND DELIVERY TICKETS.
17. PAYMENT FOR MATERIAL OR SERVICES WILL BE MADE ONLY AFTER COMPLETION OF ORDER HAS BEEN RECEIVED BY THE CITY, AND AFTER THE USING DEPARTMENT HAS CERTIFIED RECEIPT OF MATERIAL OR SERVICES AND VERIFIED THAT THE MATERIAL OR SERVICE IS IN ACCORDANCE WITH THE BID SUBMITTED.
18. A BID CALCULATED ON AN "ALL OR NONE" BASIS, MUST BE SO STATED ON THE BID.
19. THE CITY OF WEATHERFORD RESERVES THE RIGHT TO CANCEL ANY CONTRACT AWARDED FROM THIS BID WITH 30 DAYS WRITTEN NOTICE TO THE SUCCESSFUL BIDDER IF CITY DISCOVERS SUB-STANDARD MATERIALS OR SERVICE NOT MEETING BID SPECIFICATIONS, OR THE PRICING OF SERVICES OR MATERIALS ARE NO LONGER IN THE BEST INTEREST OF THE CITY OF WEATHERFORD.
20. ALL BIDS CALLING FOR LABOR AND MATERIALS FURNISHED BY THE BIDDER MUST BE BID AS SEPARATE AMOUNTS, SO SPECIFIED, FOR TAX AND ACCOUNTING PURPOSES. MATERIALS WHICH ARE INCORPORATED INTO OR BECOMES PART OF THE PROJECT ARE EXEMPT FROM SALES TAX. THE CONTRACT OR PURCHASE ORDER WILL SO REFERENCE THESE AMOUNTS. THE CONTRACTOR IS EXPECTED TO EXECUTE A RESALE CERTIFICATE INSTEAD OF PAYING THE SALES TAX AT THE TIME OF THE PURCHASE. THE CITY OF WEATHERFORD WILL ISSUE AN EXEMPTION CERTIFICATE FOR THE MATERIALS AS LONG AS THEY ARE A PART OF THE FINISHED PROJECT.
21. BIDDER SHALL STATE DELIVERY TIME IN "DAYS" AFTER RECEIPT OF ORDER.
22. BIDDER SHALL FURNISH AS A PART OF THE SEALED BID, A DETAILED STATEMENT OF WARRANTY.
23. IN THE EVENT OF A TIE BID FOR IDENTICAL MATERIALS BID AT IDENTICAL PRICES, THESE GENERAL CONDITIONS OF BIDDING WILL BE EVALUATED FOR COMPLIANCE AND WILL BE USED TO BREAK THE TIE. IN THE EVENT OF A COMPLETE AND TOTAL AND TOTAL TIE IN ALL AREAS, THE STATE OF TEXAS LAW CONCERNING TIE BIDS WILL APPLY.
24. UNLESS OTHERWISE STATED, ALL MATERIALS ARE TO BE BID AS NEW AND UNUSED.
25. THIS CONTRACT WILL BE AWARDED EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE MUNICIPALITY IN ACCORDANCE WITH CHAPTERS 252 AND 271 OF THE TEXAS LOCAL GOVERNMENT CODE.
26. ALL CONTRACTORS WILL COMPLY WITH TEXAS GOVERNMENT CODE, CHAPTER 2258, PREVAILING WAGE RATES.
27. IN ACCORDANCE WITH SECTION 2270.002 OF THE TEXAS GOVERNMENT CODE, BY SIGNATURE HEREON, CONTRACTOR OR VENDOR CERTIFIES THAT IT DOES NOT BOYCOTT ISRAEL AND WILL NOT BOYCOTT ISRAEL DURING THE TERM OF THIS CONTRACT.

BID SUBMITTAL FORM
(THIS IS NOT AN ORDER)

PURCHASING DEPARTMENT
CITY OF WEATHERFORD
P.O. BOX 255
WEATHERFORD, TEXAS 76086

DATE: FEBRUARY 5, 2018
BID NUMBER: 2018-015
BID TITLE: CITY HALL RESTROOM REMODEL
BID OPENING: 3:30 P.M., FEBRUARY 20, 2018

PLEASE QUOTE PRICES FOR THE ARTICLES OR SERVICES BELOW. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR ANY PART OF YOUR OFFER, AND TO ACCEPT THE OFFER THE CITY CONSIDERS THE MOST ADVANTAGEOUS. BY SUBMITTING THIS BID THE UNDERSIGNED HEREBY CERTIFIES THAT SAID BID HAS BEEN INDEPENDENTLY ARRIVED AT AND THAT PRICE, TERMS OR CONDITIONS APPEARING OR APPLICABLE HERETO, HAVE NOT AND WILL NOT BE DISCLOSED BY OR ON BEHALF OF THE BIDDER OR COMPETITOR. ANY SUGGESTIONS AS TO QUANTITY TO SECURE A BETTER PRICE IS WELCOME. ADDRESS CORRESPONDENCE TO THE CITY OF WEATHERFORD PURCHASING DEPARTMENT, 303 PALO PINTO STREET, WEATHERFORD, TEXAS, 76086.

THE UNDERSIGNED HAS THOROUGHLY EXAMINED THE SPECIFICATIONS AND UNDERSTANDS THE AMOUNT OF WORK TO BE DONE, AND HEREBY PROPOSES TO DO ALL THE WORK AND FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO FULLY COMPLETE THE WORK AS PROVIDED IN THE SPECIFICATIONS AND SUBJECT TO THE INSPECTION AND APPROVAL BY THE CITY. TOTAL QUANTITIES GIVEN IN THE BID PROPOSAL MAY NOT REFLECT ACTUAL QUANTITIES. SUCH GUARANTEES ARE GIVEN FOR THE PURPOSE OF BIDDING ON AND AWARDING THE CONTRACT AND THE CITY OF WEATHERFORD SHALL NOT BE BOUND TO PURCHASE ANY PARTICULAR QUANTITY. PRICES SHALL BE FIRM UNTIL PROJECT IS COMPLETED.

SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE INSURANCE AS REQUIRED BY THE CITY OF WEATHERFORD:

- A. COMPREHESIVE GENERAL LIABILITY: INSURANCE IN THE AMOUNT OF \$1,000,000.00 WHICH INCLUDES THE FOLLOWING:**
 - 1. PREMISES-OPERATIONS (INCLUDING X-C-U)
 - 2. OWNER'S AND CONTRACTOR'S PROTECTION.
 - 3. PRODUCTS AND COMPLETED OPERATIONS.
 - 4. CONTRACTURAL-INLCUDING SPECIFIED PROVISIONS FOR THE SUBCONTRACTOR'S OBLIGATION.
 - 5. OWNER, NON-OWNED AND HIRED MOTOR VEHICLES.

- B. WORKERS' COMPENSATION: STATUTORY EMPLOYER'S LIABILITY-\$1,000,000.00 AND SHALL INCLUDE:**
 - 1. PUBLIC LIABILITY PER PERSON PER OCCURRENCE
 - a. BODILY INJURY \$1,000,000.00 \$1,000,000.00
 - b. PROPERTY DAMAGE \$1,000,000.00
 - 2. ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF WEATHERFORD.

- C. AUTOMOBILE LIABILITY:**
 - 1. COMBINED SINGLE LIMITS OF AT LEAST \$1,000,000.00

- D. INCLUDE AN ENDORSEMENT BLANKET WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF WEATHERFORD.**

- E. THE CITY OF WEATHERFORD MUST BE ADDED TO THE CERIFICATE OF INSURANCE AS ADDITIONAL INSURED.**

TOTAL PRICE OF CITY HALL RESTROOM REMODEL:

\$ _____

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICES AS SPECIFIED ABOVE AT THE PRICES AND TERMS STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND GENERAL CONDITIONS OF BIDDING, ALL OF WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL.

COMPANY OR INDIVIDUAL

AUTHORIZED SIGNATURE

ADDRESS

DATE

PHONE NUMBER