

# CITY OF CROCKETT BID PACKET INSTRUCTIONS/TERMS OF CONTRACT

The City of Crockett will be accepting sealed bids for the following:

1. Swimming Pool Perimeter Concrete Decking
2. Swimming Pool Perimeter Metal Fencing
3. Swimming Pool Area Lighting

IT IS UNDERSTOOD that the City of Crockett, Texas, reserves the right to reject in whole or in part, any or all, bids for products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Crockett.

BIDS MUST BE placed in an envelope, with each page manually signed, where requested or required, by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

Facsimile or electronic transmittals shall not be accepted.

#### SUBMISSION OF BIDS:

Sealed bids shall be submitted to:

CITY OF CROCKETT  
200 N. FIFTH STREET  
CROCKETT, TX 75835

- Front of envelope must be marked:
  1. **Swimming Pool Perimeter Concrete Decking**, or
  2. **Swimming Pool Perimeter Metal Fencing**, or
  3. **Swimming Pool Area Lighting**

All bids must be received by the City Secretary's Office no later than 2:00 PM, on Friday, February 24, 2023.

The City of Crockett reserves the right to reject any or all bids.

**CONTRACT:** This bid may be accepted in whole or in part. When properly accepted by City of Crockett, this bid shall constitute a contract equally binding between the successful bidder and the City of Crockett for a period of one year from the date of acceptance. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Administrator.

**FUNDING:** Funds for payment have been provided through the City of Crockett Municipal Swimming Pool Construction Budget approved by the City Council for this project only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Crockett fiscal year shall be subject to budget approval.

**LATE BIDS:** Bids received after the submission deadline will be void and unacceptable. The City of Crockett is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp by the City Secretary shall be the official time of receipt. Bids received after expressed date and time will be returned unopened to the bidder.

**ALTERING BIDS:** Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer, accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or agent of the City of Crockett.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this ITB will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall be responsible to perform in strict accordance with the specifications of the invitation. The City of Crockett reserves the right to accept any and all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

Bids must be submitted using the quantities and units of measure specified by the bid documents. Extension errors in stated prices will be disregarded, and during evaluation the individual unit cost will predominate. Bidders are welcome to suggest changes in quantity, provided better prices or delivery conditions are secured by the City. Suggestions will be considered a valid part of the bid, provided the bidder has also supplied a quotation in the designated quantities and units.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desires. Bids on items of like quality may be considered.

**ADDENDA:** Any interpretations, corrections or changes to this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City Administrator. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY:** With all federal, state, county and local laws concerning these types of service.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:**

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City of Crockett may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**REFERENCES:** The City of Crockett requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the firm, address, telephone number and name of a representative.

**BIDDER SHALL PROVIDE:** With the bid response, bidder shall provide any and all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City of Crockett and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnities and will indemnify and save harmless the City of Crockett from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against the City of Crockett growing out of such injury or damages.

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

**TERMINATION OR DEFAULT:** The City of Crockett 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 in the event of breach or default of this contract. The City of Crockett reserves the right to terminate the contract immediately in the event the successful bidder(s) fails to:

1. Meet delivery or completion schedules;
2. Defaults in the payment of any fees; or
3. Fails to perform in accordance with the specifications included in this contract.

Breach of contract or default authorizes the City of Crockett to exercise any or all of the following rights:

1. The City of Crockett may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City of Crockett may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;

In the event the successful bidder shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept or observed, the City of Crockett shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

The Bidder, in submitting this bid, agrees that the City of Crockett shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

**NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful bidder by the City of Crockett shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Crockett, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PAYMENT:** Will be made upon receipt and acceptance by the City of Crockett for item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S.. Successful bidder is required to pay subcontractors within ten (10) days.

**SALES TAX:** The City of Crockett is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on county property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and the City of Crockett agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Crockett, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Crockett.

**DESIGN, STRENGTH, QUALITY:** Materials must conform to the highest standards of manufacturing practice. Fuels to be supplied under this purchase order shall be free from contamination. The City reserves the right to test quality upon delivery, prior to unloading.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Crockett by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**DELIVERY LOCATIONS:** Delivery locations, storage tank capacities, above or below ground and delivery quantities will vary, but include and will mainly be to:

1. ALL DOCUMENTS AND CORRESPONDENCE: 200 N. 5<sup>th</sup>. St., Crockett, TX 75835
2. PROJECT DELIVERY AND CONSTRUCTION: 810 Brazos St., Crockett, TX 75835

**FAILURE TO DELIVER:** The City of Crockett also reserves the right to cancel the contract for failure to perform to the specifications of the contract.

**PRICING:** The escalation of cost shall be limited to a documented cost increase for materials based on costs at the time of purchase over quotes received at time of bid. If materials cost increase is over 3%, you must receive documented written approval prior to purchase and delivery of material. In the event of an increase, no written approval shall be required unless the increase exceeds the 3% maximum escalation.

**TIME PERIOD OF CONSTRUCTION:** The timeframe of construction for these ancillary items is anticipated to be April 2023 through July 2023.

**REMARKS:**

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**INCLUDE THIS SHEET WITH SEALED BID.**

**CONTACT INFORMATION:**

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

**BID / ITB PACKET SUBMITTED BY:**

(Must completed & Signed by Authorized Agent and is for submission only)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ANY QUESTIONS concerning this invitation to bid and specifications should be directed to the City Administrator or City Secretary at (936) 544-5156, Ext. 203.

**INCLUDE THIS SHEET WITH SEALED BID.**

**EXHIBIT A: BID SHEET**

I hereby offer for sale, to the City of Crockett, products which meet or exceed your specifications: These prices are effective for the time period listed in the contract.

- 1. Swimming Pool Perimeter Concrete Decking: \_\_\_\_\_**
  
- 2. Swimming Pool Perimeter Metal Fencing: \_\_\_\_\_**
  
- 3. Swimming Pool Area Lighting Package: \_\_\_\_\_**

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_