

BID INVITATION
(THIS IS NOT AN ORDER)

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

DATE:
BID NUMBER: 2019-025
BID TITLE: ANNUAL AGGREGATE AND
MATERIALS FOR ROAD IMPROVEMENTS
BID OPENING: 2 P.M., AUGUST 27, 2019

TO:

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

2:00 P.M., TUESDAY, AUGUST 27, 2019

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 THE FLOOR OF THE CITY WAREHOUSE, 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, IF APPLICABLE.
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 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.
SHOULD THE SUCCESSFUL LOWEST BE UNABLE TO PROVIDE MATERIALS OR SERVICES PER BID ITEM, THEN CITY OF WEATHERFORD SHALL HAVE THE RIGHT TO SELECT THE SECOND LOWEST BID ITEM. IF SECOND LOWEST BID CANNOT PROVIDE MATERIAL OR SERVICES THEN THIRD LOWEST BIDDER WILL BE SELECTED.
26. ALL CONTRACTORS WILL COMPLY WITH TEXAS GOVERNMENT CODE, CHAPTER 2258, PREVAILING WAGE RATES.

DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed OR (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The process as implemented by the Commission is as follows:

- 1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.**
- 2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the Finance Department “at the time the business entity submits the signed contract” to the City of Weatherford.**
- 3. The City of Weatherford must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing no later than the 30th day after the date the governmental entity or state agency receives the disclosure.**

For more information regarding how to file Form 1295, please click on the following link:

<https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

THIS FORM ONLY NEEDS TO BE DONE IF YOU ARE AWARDED THE CONTRACT.

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.**
- 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**
 - 2. OWNER, NON-OWNED AND HIRED MOTOR VEHICLES.**
- 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.**
- F. INSURANCE IS TO BE PLACED WITH INSURERS WITH A BEST RATING OF NO LESS THAN A: VII. ALSO, THE COMPANY MUST BE DULY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS.**

City of Weatherford House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. **Does not boycott Israel currently; and**
- b. **Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Weatherford, Texas.**

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A
PART OF THE BID.**

BID SUBMITTAL FORM
(THIS IS NOT AN ORDER)

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

DATE:
BID NUMBER: 2019-025
BID TITLE: ANNUAL AGGREGATE AND
MATERIALS FOR ROAD IMPROVEMENTS
BID OPENING: 2 P.M., AUGUST 27, 2019

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.

**ANNUAL CONTRACT FOR AGGREGATE AND MATERIALS FOR ROAD
IMPROVEMENTS PER SPECIFICATIONS. CONTRACT PERIOD IS FROM
OCTOBER 01, 2019 THRU SEPTEMBER 30, 2020**

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

EMAIL ADDRESS