INVITATION FOR BID
City of Marshall
P.O. Box 698
401 South Alamo Street
Marshall, Texas 75670

(903) 935-4418
Fax (903) 938-3531

Bid No. 2016/MPD TRAINING FACILITY (CONCRETE SLAB)

The City of Marshall will receive sealed bids until 10:00 a.m., Tuesday, February 2, 2016, for the purpose of the construction of a concrete slab at the Marshall Police Department Training Facility, located at 7101 Regency Lane, Marshall, Texas. Bids must be in a sealed envelope, with the bidder’s name and item(s) to be bid marked clearly on the envelope. Bids will be publicly opened, read aloud, and tabulated at 10:00 a.m., Tuesday, February 2, 2016, in the 2nd Floor Conference Room, City Hall, 401 South Alamo, Marshall, Texas. All bidders are invited to attend.

Bid packets containing all specifications can be obtained at City Hall, Office of the City Manager, at 401 South Alamo Street, Marshall, Texas 75670. Each contractor is asked to examine the bid documents carefully. For further information, please call Jack Redmon, Director of Support Services, at (903)935-4515.

The City of Marshall reserves the right to reject any or all bids, waive any or all formalities, and to award a contract to the bidder who provides goods and/or services at the best value for the municipality in accordance with the Texas Local Government Code.

Lisa Agnor, City Manager
City of Marshall, Texas

Advertise: Sunday, January 17, 2016
Sunday, January 24, 2016
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CITY OF MARSHALL

Instructions to bidders constituting a part of all inquiries, requests for bids or quotations, and purchase orders issued by the City of Marshall

INSTRUCTIONS TO BIDDERS

The following conditions apply to this project – unless otherwise noted within the text of the specifications or bid package.

1. FAILURE TO BID – If unable to bid, please return this Invitation For Bid with a brief explanation on the attached proposal form explaining the reason(s) for failure to submit a bid as requested.

2. BIDDER'S COPY – Bidder should keep a duplicate copy of their package for their files.

3. TAXES – Any tax from which a municipality is exempt must not be included in the bid price.

4. TRADE IDENTIFICATION - Specify trade name(s) or brand(s) to be offered by bidder.

5. MATERIAL QUALITY – All products and/or optional equipment offered in response to this bid request must be new. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature will be considered.

6. DESTINATION CHARGES – All products offered shall be bid F.O.B. final destination (as noted in the specifications) with all delivery charges to be prepaid by the bidder.

7. PACKAGING – Bidder must include the cost of boxing and cartage, if required, to prevent damage in shipment.

8. FIRM PRICING – All pricing submitted by bidder must be firm forty-five (45) days from the date designated as bid opening date as listed on the Invitation to Bid.

9. INVOICING TERMS AND DISCOUNTS – Bidder must note payment terms and all discounts allowed for early payment consideration.

10. DELIVERY – Bidder should bid best possible delivery, stated in days, from point of award, including Saturday and Sunday.

11. PROPOSAL FORM – The bidder's proposal must be submitted on the proposal form provided by the City of Marshall, Texas and attached hereto. The proposal must be executed, signed and dated by a duly designated representative or agent of bidder's company.

12. PROPOSAL CLOSING DATE – All bids must be delivered to the Office of the City Secretary/Finance Director, Marshall, Texas and clearly marked as directed and sealed (non-sealed bids will not be accepted) by no later than the stated opening time of the bid opening date designated in Invitation For Bid. All bids received after the designated opening time and date will be returned unopened.

13. PROPOSAL OPENING – On the date and at the time specified in the Invitation For Bid, each and every bid will be publicly opened, read aloud and tabulated.

14. BID ACCEPTANCE – The City Commission of the City of Marshall reserves the right to accept or reject any and all bids, any combination of bids and to waive any informalities therein. If a bid is awarded to the lowest and best bidder by the City Commission, their interpretation of the specifications and qualifications of the bid shall be final.

15. SPECIFICATIONS ACKNOWLEDGEMENT – Bidder must complete each specification date sheet in spaces provided on each item that is bid.

16. RIGHT OF INSPECTION – The City of Marshall, Texas hereby notifies bidder that samples of items bid, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard will be returned on the same terms. Waiver by the City of Marshall, Texas of a request for supply of a sample for testing, in no way constitutes acceptance of all items proposed by bidder.

17. LIENS – Bidder agrees to indemnify and save harmless the City of Marshall, Texas against any and all liens and encumbrances for all goods and services which may be provided under this Invitation to Bid, by seller or seller's vendor(s) and if the City of Marshall requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City of Marshall.

18. PRICE FIXING – In submitting attached Invitation For Bid, bidder thereby certifies that they have not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid.


20. GENERAL CONDITIONS – Failure by vendor to comply with subject specifications and conditions within this Invitation For Bid package will result in a delay in processing invoices.

21. COMMUNICATIONS REQUIREMENTS – All questions concerning this Invitation For Bid, Instructions To Bidder or Specifications, must be directed to the Director of Support Services at 903-935-4515.
SOLDIER AND BUYER AGREE AS FOLLOWS:

1. DEFINITIONS: As used in these Terms and Conditions “order” shall mean any Purchase Order and all attachments and exhibits; “materials” means any materials, machinery, equipment, article, item or work provided for in this order, “Seller” means the person, firm or corporation to whom this order is issued, “Purchaser” means the City of Marshall and “Owner” means the person, firm or corporation owning the plant designated as “Ches” on the face of the Purchase Order for whom the materials are purchased or leased under this order.

2. “ACCEPTANCE OF CONTRACT: This order is expressly conditioned on Seller’s acceptance of all the terms and conditions hereof.” Seller shall be bound by this order and its terms and conditions when it delivers to Purchaser any of the materials ordered, or performs any of the services referred to herein or receives any payment hereunder.

3. “MODIFICATIONS AND AMENDMENTS: Purchaser shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the Purchaser unless in writing and signed by the Purchaser or Purchaser’s authorized agent.

4. “ASSIGNMENT AND SUBLETTING: Seller shall not assign this order or any part thereof or any amounts due hereunder or sublet this order or any part hereof without the written consent of Purchaser.”

5. DELAY OR NON-DELIVERY: If upon receipt of this order or at any time thereafter it is found that the materials called for cannot be shipped within the time specified in this order, notice thereof must be given immediately to the Department of Purchases of the city of Marshall and the time for delivery shall be extended to the extent necessary. Failure to make shipment on or before the date specified in this order shall entitle Purchaser at its option to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof.

6. PATENT INDEMNITY: Seller hereby warrants that the use of sale of the material delivered hereunder will not infringe claims of any patent covering such materials; (to the extent the design for such materials is not furnished by Purchaser) and Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against Purchaser and/or Owner based on any such alleged patent infringement and to pay all costs, expenses, judgments and damages which Purchaser or Owner may have to pay or incur by reason of any such suit or proceedings. Notwithstanding the foregoing, Seller does not warrant against, and shall not be responsible for, claims of patent infringement based solely on the use of such materials in combination with other materials or equipment or in the operation of any process other than such process as may be inherent in the use of such materials.

7. INSPECTION: All inspection and tests shall be made as required by the specifications issued by Purchaser. All materials purchased under this order shall be subject to inspection by Purchaser or a representative of Purchaser at all reasonable times and places before, during and after manufacture. If the face of this order specifically requires Purchaser’s inspection, Seller shall advise Purchaser in writing at the address specified on the face of this order, of Seller’s final test and/or inspection at least ten days prior thereto. Purchaser’s inspector shall be the only authorized inspection representative and all materials, including Owner’s requirements, shall be handled with Seller through the Purchaser’s inspector. No such inspection, and no failure to inspect, shall relieve Seller of any responsibility or liability with respect to such materials nor be interpreted in any way to imply acceptance thereof by Purchaser. Seller shall, if so advised by Purchaser, permit Owner to review from time to time the progress of work hereunder.

8. TITLE / RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point of delivery.

9. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. destination unless delivery terms are specified otherwise in the order. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller’s bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided. Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10. INVOICE AND PAYMENTS:

A. Buyer’s obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid-for goods will be returned to Seller by Buyer.

B. Do not include Federal Excise, State or City Sales Tax. City will furnish tax exemption certificate if requested.

C. No money shall be paid to any person, firm or corporation who is in arrears in the City of Marshall for taxes.

11. GRATUITY: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Marshall with a view toward securing or encouraging the making of any determinations with respect to the performance of such contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

12. WARRANTY-PRICE: The price to be paid by the Buyer shall be that contained in Seller’s bid which Seller warrants to be no higher than Seller’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller’s current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller’s actual expense.

13. FORCE MAJEURE: Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

14. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Whenever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. TAXES: UNEMPLOYMENT BENEFITS, ETC.: Seller hereby accepts exclusive liability for, and agrees to indemnify Purchaser and/or Owner against liability for, the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities, or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Seller on work in connection with this order.

16. EXCESS OR INCORRECT MATERIALS: Materials delivered in error or in excess of the quantity called for may, at Purchaser’s option, be returned at Seller’s expense.

17. FAIR LABOR STANDARDS ACT: Seller warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

18. OCCUPATIONAL SAFETY AND HEALTH: Seller warrants that the items sold under this order comply in all respects with the Occupational Safety and Health Act of 1970 and all applicable Regulations, Rules, Orders and Standards promulgated thereunder and Seller agrees to hold Purchaser and Owner harmless from any and all liability, claims, civil fines and penalties including reasonable costs and settlements which may arise out of the failure of the items to meet such requirements.

19. ANTI-DISCRIMINATION: Seller, in performing the work required hereunder, shall comply with the provisions of Executive Order 11246 and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, age or national origin.

20. PACKING, CRATING AND CARTAGE: The cost of all special packing, boxing, crating or cartage is included in the price specified on the face of this order unless otherwise specifically agreed to in this order. All packing, boxing, carting and cartage shall conform to the specifications, if any, covering the same that are included in this order.

21. PUBLICITY: Seller shall not refer to Owner or Purchaser or any company affiliated with Purchaser in publication form in connection with equipment or services rendered by Seller without the prior written approval of Purchaser.
Marshall Police Department Training Facility
Concrete Slab

GENERAL PARAMETERS

The City of Marshall will be constructing a slab at 7101 Regency Road, Marshall, Texas.

Bids should include all labor material, equipment, debris/trash removal, transportation services and taxes for completion of work outlined and shall be in accordance with local codes and ordinances.

THE QUALITY ASSURANCE ISSUES ARE AS FOLLOWS:

- The Contractor shall submit written evidence that his/her company is an approved applicator for the material manufacturer, providing guarantees.


- Installation of materials furnished under this contract shall comply with SMACNA, NRCA and generally accepted trade recommendations.

- Contractor shall enforce strict discipline among employees.

- Do not employ personnel who are not skilled in assigned tasks.

SAFETY & SECURITY

The safety of the Contractor's employees, residents, and property are solely the responsibility of the Contractor.

The Contractor shall assume full responsibility for protection and safe keeping of materials and/or equipment stored on the premises.

The Contractor shall comply with recognized health and safety standards and codes.

The Contractor shall furnish structurally adequate barricades, where needed, to prevent accidents and losses.

The Contractor shall provide and maintain on the job site, all necessary equipment to adequately protect against reasonably predictable and controllable fire loss.

All ladders and equipment shall be removed and/or secured daily in order to prevent accidental injury to residents.

The Contractor shall leave the area in a clean condition at the end of each work day.
SCOPE OF WORK

The following specifications will be required and the City will mark location of slab.

A. All concrete work including form work, fabrication and placing of reinforcing steel shall be performed in accordance with the American Concrete Institute building code requirements for reinforced concrete ACI-318.

B. Concrete shall develop 3,000 PSI compressive strength in 28 days unless noted on the drawings. Air content, entrained air to be 6.0% ± 1.5%

C. Reinforcing steel shall be deformed bars of intermediate grade steel conforming to the requirements of ASTM A-615, grade 60. Welded mesh wire shall be ASTM A-185.

D. Complete fabrication and placement drawings for reinforcing steel shall be prepared in accordance with the ACI Detailing Manual - latest edition, and shall be submitted for approval. No fabrication shall begin until the drawings have been approved.

E. Reinforcing bar embedment and laps for the splices shall not be less than 40 bar diameters, unless noted otherwise. Welded wire fabric shall lap one mesh minimum.

F. Longitudinal reinforcing steel in walls and foundations shall be continuous around corners and through vertical steps.

G. All exposed external corners of concrete shall be chambered with a 3/4” by 45 degree chamfer unless noted.

H. The field shall refer to the architectural, electrical, plumbing, piping and vendors' drawings for embedded items not shown on the structural plans.

I. Temporary shoring for metal forms, supporting elevated slabs, shall be in accordance with the recommendations of the metal for manufacturer.

J. Contractor shall investigate and identify actual locations of all underground lines and utilities before excavating and advise engineer of any variations. Adequate protection of underground utilities or lines shall be provided during construction.

K. The general contractor shall verify all dimensions and site conditions before starting work.

L. The design, adequacy, and safety of formwork, shoring, temporary supports, etc. is the responsibility of the trade performing the work.

M. Minimum concrete cover to reinforcements, unless otherwise specified on the design drawings shall be as follows:
   - Unformed concrete in contact with ground .......... 3”
   - Formed concrete exposed to ground, moisture or weather:
     - #6 or Larger bars ......................... 2”
     - Smaller than the #6 bars ................. 1 1/2”

INSURANCE AND BONDING

Worker's Comp insurance will be required
Performance Bond for amount of project will be required if bid exceeds $100,000.00
Payment Bond will be required if bid exceeds $50,000.00

Questions can be directed to Jack Redmon at the following numbers:
Office: 903-935-4515
Cell: 903-930-2646
Email: redmon@marshalltexas.net
ATTACHMENT I
BID AFFIDAVIT

All pages in offerer’s bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

They undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. The period of acceptance of this proposal will be calendar days for the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offerer.)

STATE OF __________________________ COUNTY OF __________________________

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _______________ On this day personally appeared, who after being by me duly sworn, did depose and say: "I __________________________, am a duly authorized officer /agent for __________________________ in addition, have been duly authorized to execute the foregoing proposal on behalf of the said __________________________

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of served / items offered, or to influence any person or persons to offer or not to offer thereon. Our principal place of business or corporate offices is in the State of Texas.

NON-RESIDENT CERTIFICATION: Our principal place of business is __________________________(Give State)

Name and Address of Offerer:

________________________________________ Telephone __________________________

By ___________________________________ Title __________________________

Signature __________________________

SUBSCRIBED AND SWORN to before me by the above-named __________________________

________________________________________ on this the _______ day of _____________, 20____.

Notary Public in and for the State of __________________________

________________________________________

RETURN THIS AFFIDAVIT AS PART OF YOUR BID
ATTACHMENT II
PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____________________________

KNOWN BY ALL MEN BY THESE PRESENTS: That _____________________________ of the City of,
County of _____________________________ and the State of _____________________________ as principal, and
________________________________________ authorized under the laws of the State of Texas to act as surety on bonds for
principals, are held and firmly bound unto _____________________________ (Owner), in the
penal sum of _____________________________ Dollars ($__________) for the payment whereof, the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the
Day of _____________________________, 20________, to which a contract is hereby referred to and made a part hereof as
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the
covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed
and conformed, and according to the true intent and meaning of said Contract and the Plans and Specifications
hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

“PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article 5160 for Public Works)
(Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities of this bond
shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length
herein.”

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms
of the contract, or to the work performed there under, or the plans, specifications, or drawing accompanying the
same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under.

*Not applicable for federal work. See “The Miller Act” 40 U.S.C. S270.N WITNESSS, WHEREOF, the said
Principal and Surety have signed and sealed this instrument this __________ day of ___________, 20________.

__________________________                        _____________________________
Principal                                          Surety

By: __________________________________________   By: ______________________________________

Title: __________________________________________ Title: ______________________________________

Address: ______________________________________  Address: ______________________________________
ATTACHMENT III
CITY OF MARSHAL
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Marshall, I will be able to within fourteen (14) days after being notified of such award, furnish a valid insurance certificate to the City Meeting all of the requirements defined in this bid/proposal.

_________________________  ___________________________
Agent (Signature)          Agent (Print)

_________________________
Name of Agent/Broker

_________________________
Address of Agent/Broker

_________________________
City/State/Zip

_________________________
Agent/Broker Telephone #

_________________________
Agent/Broker Fax #

_________________________
Date

_________________________
Contractor Name (Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to reject this bid/proposal and award the contract to another. If you have any questions concerning these requirements, please contact City Manager for the City of Marshall at (903) 935-4418.

RETURN THIS AFFIDAVIT AS PART OF YOUR BID
ATTACHMENT IV
PAYMENT BOND

STATE OF TEXAS
COUNTY OF ____________________________

KNOWN BY ALL MEN BY THESE PRESENTS: That _____________________________ of the City of,
County of ____________________________ and the State of ____________________________ as principal, and
______________________________ principals, are held and firmly bound unto ____________________________ (Owner), in the
penal sum of ____________________________ Dollars ($____________________) for the payment whereof, the
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly
and severally, by these presents:

WEREAS, the Principal has entered into a certain written contract with the Owner, dated the
day of ____________________________, 20____, to which a contract is hereby referred to and made a part hereof as
fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay
all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in
said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

“PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Chapter 2253 of the Texas
Government Code, and all liabilities on this bond to all such claimants shall be determined in accordance with the
provisions of said Chapter to the same extent as if it were copies at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
_________________________ day of ____________________________, 20____.

__________________________
Principal

By:

Title:

Address:

__________________________
Surety

By:

Title:

Address: