



**INVITATION FOR BID
ISSUED BY THE CITY OF CREEDMOOR, TEXAS**

Solicitation No.:	240320
Project Title:	Electrical for Maintenance Shop
Bid Due Date:	April 3rd, 2024
Due Prior to:	3:00 P.M. Local Time

This solicitation is comprised of the following sections. Please read each section including those incorporated by reference. By signing this document, you agree to be bound by all terms and conditions.

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1. Standard Term and Conditions

By submission of a bid/offer to this Invitation. Vendor/Contractor agrees to the City of Creedmoor's Standard Terms and Conditions with the same force and effect as if they were incorporated in full text. The "Standard Terms and Conditions" is available on the City website under the Documents tab. Additionally, the City of Creedmoor uses International Building Codes of 2018.

2. Instructions to Bidders

A. The City of Creedmoor, hereafter referred to as "City", is requesting bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all work required and stated herein. The bidder is cautioned to refer to Section 4, Scope of Work/Specifications, for further details.

B. BID SUBMITTAL: Submit one (1) original signed and sealed bid on the Bid Form, Section 5, of this Solicitation to the Office of the City of Creedmoor located at 5008 Hartung Lane, Creedmoor Texas 78610, by the date and time specified herein. The City will not accept bids after the submittal deadline.

Bids may be mailed or dropped off in-person in the office prior to the submittal deadline.

It is the sole responsibility of the Bidder to ensure that its bid reaches the Office at the City of Creedmoor. Therefore, if a bid is delivered by an express mail carrier or by any other means, it is the Bidder's responsibility to ensure delivery. The City is not responsible for deliveries made to any place other than the City office. The City is under no obligation to return bids.

Bids and bid addenda will be enclosed in sealed envelopes and submitted to the City Office. The name and address of the Bidder, date of the bid opening and the bid name will be shown on the outside of the envelope. The Bidder will attach the label provided at the end of this solicitation on the outermost sealed envelope. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected.

Revised bids must be received before the bid submission deadline. Revised bids must bear the original signature of the Bidder or the Bidder's authorized representative. Revised bids in fax and email form are unacceptable.

Bids will be opened and read aloud in the Conference Room, at the City of Creedmoor Community Center,

C. BID FORM: Bidder must submit a price for each item in the Bid Form. In case of conflict between unit prices and extensions, unit prices shall govern. In case of a difference in written words and figures in the bid, the amount stated in written words will govern. Unit Price Bids shall include prorata share of overhead for each bid item so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid, together with any lump sum amounts contained in your bid, represents your total bid. All such work and materials must be furnished at no added cost to the City.

D. ADDITIONAL INFORMATION: Inquiries regarding this solicitation will be in written form only to the following Point of Contact, and must be received by 5:00 PM Local Time, ten (10) calendar days prior to the bid due date. Inquiries will be emailed to the Point of Contact, and they must include the Inquirer's name, address, and telephone number.

CITY POINT OF CONTACT:

Claude Pogue City Maintenance Director Cpogue@cityofcreedmoortx.gov

Maria Tidwell City Administrator Administrator@cityofcreedmoortx.gov

E. ADDENDA: Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this solicitation. It is the Bidder's responsibility to check the City's website to determine if the City has issued any addenda. The City will consider all inquiries received at least ten (10) calendar days prior to the bid opening date. Any clarification or interpretation will be included in an addendum to the Contract Documents and will be posted to www.cityofcreedmoortx.gov/ seven (7) business days before the bid opening date.

F. EXPERIENCE: By submission of this bid, the Bidder certifies that it has a stipulated minimum experience for the scope of work, or services set forth herein. The bidder must submit with its bid the attached Vendor References and Qualifications form (Attachment "A").

G. REFERENCES AND QUALIFICATIONS: On Attachment "A", the Bidder will provide references of three (3) municipalities or other publicly owned departments; or if none are available, provide references for commercial customers, with which the Bidder is presently contracting or has contracted with in the past three (3) years. References should demonstrate experience comparable to the size, scope, complexity, and scale of this solicitation. The City may utilize other sources of reference to determine a vendor's performance history. A single negative reference, in the City's sole discretion, may be cause for disqualification of a vendor. The vendor will not use the City as a reference.

H. VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES: Bidder will submit Attachment "B", Vendor Information Questionnaire and Assurances, with its bid to be considered responsive.

I. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM: A valid federal tax identification number will be provided to the City following notification of contract award. If the Bidder fails to provide this form (Attachment "C"), the City will award to the second lowest responsive, responsible Bidder.

J. PREPARATION OF BIDS: Bidders will prepare bids in accordance with the following:

1. All information required by the bid documents will be furnished.

2. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
3. Alternate bids will not be considered unless expressly authorized by the bid documents.
4. The City is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.
5. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

K. LATE BIDS OR AMENDMENTS: Bids and amendments received after the time set for the bid opening will not be considered.

L. REJECTION OF BIDS: The City reserves the right to reject any bids, and to waive all informalities and irregularities in bids, whenever the City deems the rejection or waiver to be in its best interest. Other causes for the City to disqualify a Bidder or reject its bid include:

- a) The bid has any omission, alteration of form, addition, or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The bid is incomplete or is not accompanied by an acceptable bid guarantee, if required.
- c) More than one (1) bid is submitted by the Bidder.
- d) There is evidence of collusion among Bidders.
- e) There is evidence of unsatisfactory performance, default, or litigation with an owner by the Bidder under a previous contract, either with the City or with another owner.
- f) There is evidence that the Bidder is behind schedule, in arrears in payment to an employee, subcontractor, or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The Bidder is not responsible due to evidence that the Bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or other attribute) to assure the satisfactory completion of the Project.
- h) The Bidder has been convicted of a criminal offense committed in the United States involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official if the conviction occurred within three (3) years immediately preceding either the date of submission of your bid, the submission of your Statement of Bidder's Qualifications, or the advertised contract award date.
- i) The Bidder does not meet the minimum experience qualifications established in the solicitation.
- j) The Bidder is debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs.

- k) Unbalanced Unit Price Bid: "Unbalanced Bid" means a bid, which includes a bid that is based on unit prices which are significantly less than the cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price bid items where the costs are significantly higher/lower than the cost of the same bid items submitted by other Bidders on the project.
- l) The Bidder or principals are currently debarred or suspended by Federal, State, or Other governmental agencies. (Applicable for bid amounts equal to or in excess of \$25,000.00).
- m) The Bidder is identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, unless otherwise exempted from sanctions by the United States government.
- n) The Bidder failed to sign and submit a completed Vendor Information Questionnaire and Assurances form.

M. ACCEPTANCE OF BID: Upon acceptance of a bid by City Council, if over \$50,000, and issuance of a Contract Award by the City, the successful Bidder will deliver the goods and services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.

N. BIDDER RESPONSIBILITY: The Bidder is responsible for its own measurements and its familiarization with the services required, prior to submission of a bid. During the site visit the Bidder may request the PDF Copies of the Plans/Blueprints from the City Office. The Bidder is expected to have become familiar with, and taken into consideration, site conditions which may affect the work. A plea of ignorance of conditions that may exist, or may hereafter exist, on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful Bidder to fulfill all the requirements and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

O. TECHNICAL REPRESENTATIVES: Any advice, approvals, or instructions given by the City's staff, technical personnel or other representatives to any Bidder are expressions of opinion only and do not alter or amend the bid documents unless included in an addendum.

P. PROTEST PROCEDURES: The purpose of the protest procedures is to protect the public interest in the purchasing process. This section is intended to give a Bidder, Proposer, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract the opportunity to protest. The City's objective is to resolve protests as soon as practical.

Any protest or complaint made to the City's consideration must be submitted in writing and received by the City Administrator no later than 5 :00 PM on the fifth (5th) calendar day after the City notifies the Bidder or Proposer: 1) that it is deemed non-responsive; 2) that it is deemed not responsible; 3) the name of the apparent winning Bidder; or 4) the City's intent to award a contract. If the protest or complaint does not contain the following information, it may be dismissed by the City Administrator:

- Protestor's name, address, telephone number, and email address.
- The solicitation number;
- Identification of the statute or policy that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved; and
- Supporting documentation.

The protest must be concise and presented logically and factually to help with the City's review and determination as to whether the grounds for the protest are sufficient. The City Administrator will notify the protesting party that the protest has been received and make every effort to resolve the protest before the contract award.

If it is determined that the grounds for the protest are insufficient and no violation of a statute or policy has occurred, the City Administrator will provide a written decision to the protesting party setting forth the reasons for the determination.

If, after conferring with the City Attorney's Office, it is decided that the grounds for the protest are sufficient and it is determined that a violation of a statute or policy has occurred, the City Administrator will inform the protesting party by letter setting forth the reasons for the determination and the remedial action that will be taken.

When a protest is filed, the City will not make an award until a decision on the protest is made except, as determined by the City Administrator, when a delay would jeopardize urgently needed goods or services, or a delay in making an award will unduly delay delivery or performance of urgently needed services.

Q. DISCOUNTS: Prompt payment discounts will not be considered in determining low bids and making awards.

R. NON-DISCRIMINATION: It is the City's policy that regarding any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUB's) will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The Bidder warrants that it does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition and as an EEO employer, the Bidder prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

S. INSURANCE AND LIABILITY: During the period of the resulting contract, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the City. With respect to required insurance, the Contractor will:

1. Name the City of Creedmoor, 5008 Hartung Lane, Creedmoor Texas 78610 as additional insured.

2. Provide the City with thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.

a. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

3. Provide the City of Creedmoor, 5008 Hartung Lane Creedmoor, Texas 78610, a Certificate of Insurance evidencing required coverage before execution of contract.

4. Submit a Certificate of Insurance reflecting coverage as follows:

Business automobile liability insurance with minimum limits of liability for bodily injury and property damage combined of not less than \$1,000,000 per occurrence. Contractor will maintain a standard ISO version of Business automobile liability insurance or its equivalent providing coverage for all owned, non-owned and hired automobiles.

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. City named as an additional insured.

Umbrella Form Excess Liability with minimum limits of \$5,000,000. Umbrella coverage must follow form with the primary coverage. This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending upon the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.

Workers' compensation insurance in accordance with and as required by the Workers' Compensation Act of the State of Texas in amounts sufficient to satisfy statutory requirements or \$500,000.00/\$500,000.00 for Employer's Liability.

Certificate of coverage or certificate means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC- 82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

T. CERTIFICATE OF INTERESTED PARTIES: A Bidder that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website (<https://www.ethics.state.tx.us/File/>) submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City issued purchase order, will not be enforceable

or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

U. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

Section 2271, Texas Government Code prohibits the City from contracting with companies that boycott Israel. By submission of the HB89 Verification form, the Bidder certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

V. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS.

Section 2271, Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.

W. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES.

Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

X. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.

Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Y. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES.

Section 2274 of the Texas Government Code (SB 13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the

term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

Z. PRICE ESCALATION: A request for price adjustment must be made in writing by the Contractor prior to the annual renewal date. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the City.

AA. CHANGES: In no event will the net amount of all change orders increase the Contract Price by more than twenty-five percent (25%). The net amount of all change orders will not decrease the Contract Price by more than twenty-five percent (25%) without the Contractor's consent to the decrease.

BB. LOBBYING: A Bidder is prohibited from directly or indirectly communicating with City Council members or City staff regarding their Bid or qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation. Any violation will result in immediate rejection from the solicitation process.

End Section

3. SUPPLEMENTAL TERMS AND CONDITIONS

A. TIME IS OF THE ESSENCE: City will process Bids expeditiously. Following the contract award by City Council (if \$50,000 or higher), the City will notify the awarded Bidder and request the required contract documents to be due by a stipulated date.

Following acceptance of all required contract documents, the City will transmit a copy of the Contract Award or Agreement for signature and return. The City will distribute an executed copy of the Contract Documents (Project Manual) to the Vendor/Contractor. The executed Contract Award or Agreement form attached to the bid documents, including the bid sheet of the successful Bidder, results in a binding contract without the necessity for further action by either party.

B. METHOD OF AWARD: The City reserves the option to award a primary and a secondary contract to bidders who offer the most advantageous and lowest bid to the City. The intent is that the City will purchase from the primary contractor. In the event that it is necessary, the City will utilize the secondary contractor for services that the primary contractor is unable to provide in a timely/reasonable manner.

C. FACTORS TO AWARD: The City reserves the right to award a contract to a Bidder on the basis of total lowest cost per line item which provides the best value to the City. The City reserves the right to reject all bids. The Bidder will provide a price on items 1 through 4 of the Bid Form, Section 5 to be considered responsive. The following criteria will be utilized in the evaluation of the bid:

1. Lowest total cost;
2. Responsibility of the bidder; and
3. Responsiveness of the bidder.

E. RIGHT TO ASSURANCE: Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made, and no such assurance is received within five (5) working days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

F. DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The Vendor/Contractor will not, without written consent of the City, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The City may set-off against the amount payable to any person under this contract any claim or charge it may have against the Vendor/Contractor.

G. CHANGE OF NAME: The Vendor/Contractor is responsible for the performance of this contract. In the event the Vendor/Contractor changes its name, the City must be notified in writing immediately. No change in the obligation of the Vendor/Contractor will be recognized until such change is approved by the City Administrator.

H. INSPECTION AND ACCEPTANCE: The City will inspect and accept deliveries made under this contract or may reject any or all services which do not conform to specifications. The Vendor/Contractor will repair any minor damages noted during inspection.

I. PAYMENTS: Payment will be in accordance with Chapter 2251, Texas Government Code. Invoices will include the Contract Number, work description, unit price, quantity, extended price, and contract number.

1. Prior to receipt of Contract, the successful Bidder will complete a Request for Taxpayer Identification Number and Certification Form. The City will not issue payment until the properly completed form has been received.

2. Progress payments will be made by the City upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of Creedmoor, 5008 Hartung Lane, Creedmoor Texas 78610.

3. All payment terms will be "Net 30 Days" unless otherwise specified in these solicitation documents.

J. SUBCONTRACTING: The Vendor/Contractor will perform one hundred (100%) percent of the work using their own personnel and equipment. If the Vendor/Contractor subcontracts any of the work to be performed, the Owner reserves the right to declare the Vendor/Contractor unqualified to do the work, declare the contract null and void, and re-award the contract to the next lowest responsible Bidder.

K. CITY REPRESENTATIVE: The Creedmoor Construction Committee representative will oversee administering the resulting contract. The City may change its designation of a representative by providing written notice to the successful vendor. The Bidder must not contact the Creedmoor Construction Committee until after bid award.

L. HOLIDAYS: In the event that the City office is closed for a federal or non-federal holiday, and there is an emergency on the jobsite, the Vendor/Contractor must contact the City Administrator immediately at **(512) 230-5024**.

M. INTERGOVERNMENTAL PURCHASES: The City reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Bidder will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Administrator for approval of its utilization of the City's contract.

The City assumes no authority, liability, or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

N. SAFETY: All contractors and subcontractors performing services for the City are required and will comply with Occupational Safety and Health Administration ("OSHA"), State and City Safety and Occupational Health Standards, and any other applicable rules and regulations. The Vendor/Contractor and its subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area.

O. RIGHT TO PURCHASE ELSEWHERE: The City will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified services. Should the successful Bidder fail to perform the work when ordered, in accordance with the terms specified herein, the City will have the right to procure services elsewhere.

End Section

4. SCOPE OF WORK/SPECIFICATIONS

A. BACKGROUND: The City of Creedmoor is working on the completion of a 60'x 80' Steel Maintenance shop located at 5008 Hartung Lane, Creedmoor Texas.

B. SCOPE: The scope of work for this contract includes installation of the electrical system for a new steel Maintenance shop.

C. WORK STANDARDS AND CERTIFICATIONS: Contractor and all employees shall perform the services in a timely, professional, and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations.

1. The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.

2. The Contractor shall provide background checks on all employees assigned to a project prior to commencement of work to the City's Designated Representative.

3. Contractor Requirements: The following contains the minimum requirements and experience for electrical installation services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.

a. Contractor shall be licensed to perform electrical work as required by the Texas Department of Licensing and Regulation. Bidders shall submit a copy of the Contractor's license with the solicitation response.

b. Master electrician shall have at least five (5) years of experience with a minimum of (3) three years of commercial experience.

d. The Contractor shall have access to and maintain a working knowledge on all the tools, methods, and equipment used to install electrical.

e. The Contractor must be able to work unsupervised by City personnel. It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner regarding conduct, dress and language.

4. Contractor shall notify the City Maintenance Director and City Administrator if during work the Contractor experiences a conflict with the plans/scope of work before proceeding to conduct said work.

5. The work performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the specifications and scope. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.

6. All electrical parts and materials used in performance of this contract shall be "new" unless pre-approved by the City's Designated Representative. Provide all parts needed at no more than 20% markup from cost to vendor/contractor.

7. The Contractor will promptly clean and haul away all debris from the job site and properly dispose of it at an approved dumpsite. The job site will be left in a "broom clean" condition. Neglect or failure to remove any rubbish, refuse, or waste materials within forty-eight (48) hours' notice by the City may cause materials to be removed and replaced by the City at the expense of the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.

D. WORK PROCEDURE: The City Designated Representative will inspect all work within two (2) business days of completion to ensure it has been done as agreed upon. If work is not done per contract obligations or if the quality of the work is not satisfactory, the Contractor will return to complete the job within two (2) business days at their own expense. Payment will not be issued until work is complete and the standard of work is acceptable.

E. MINIMUM QUALIFICATIONS/REQUIREMENTS:

1. The Contractor will have experience in the installation, handling, and disposal of the products associated with Electrical Maintenance & Service.

2. A qualified licensed electrician is required for any electrical work on City electrical systems.

3. The Vendor/Contractor shall have a minimum of five (5) years' documented experience specializing in electrical work. Contractor shall hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections as applicable. The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

4. The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the Owner.

5. Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.

F. ELECTRICAL SAFETY: All electrical work is to be performed with the lines and equipment de-energized unless previous arrangements have been made with the City's Maintenance Director to properly energize the system.

G. WARRANTY: The Contractor warrants that the Services will be fit for the purpose intended by the City, will conform to the specifications outlined herein, and will be free from all defects in workmanship and material. The Contractor will furnish a written warranty for any equipment for a minimum of one (1) year to cover materials and labor. The warranty period will commence on the day of receipt and acceptance of equipment.

H. CORRECTION OF WORK: The Contractor will promptly correct all work rejected by the City as faulty, defective, or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor will bear all costs of correcting such rejected work.

I. COMPLETION OF WORK PROCEDURE: The City Maintenance Director and the City Administrator will inspect all work within two (2-4) business days of completion to ensure it has been done as agreed upon. If work is not done per contract obligations or if the quality of the work is not satisfactory, the Contractor will return to complete the job within two (2) business days at their own expense. 10% of the total bid amount will not be delivered until all work has been completed and a Certificate of Completion has been issued.

End Section



5. Bid Form

The Bidder may use the form below or attach a separate breakdown list of total bid costs to complete the project.

Item	Service Description	Total \$

Total Price for Bid	\$
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Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of 60 calendar days from the bid due date.

The City of Creedmoor reserves the right to reject any and all bids and to waive any informalities.

The undersigned affirms that the original Invitation for Bid documents have not been altered in any way. The undersigned further affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official receipt of this bid.

 Printed Name of Bidder/Company Signature of Authorized Representative Date

 Printed Name of Authorized Rep. Title of Authorized Representative

 Mailing Address City, State, Zip

 Contact phone number Contact email address



BID CHECKLIST

CHECK EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

1. THE BID FORM HAS BEEN SIGNED BY AN AUTHORIZED SIGNATORY.
2. THE PRICE TOTALS HAVE BEEN LAID OUT ON THE BID FORM OR SEPARATE DOCUMENT.
3. ADDENDUM (IF ANY) HAVE BEEN ACKNOWLEDGED ON THE BID FORM.
4. ATTACHMENT "A" VENDOR REFERENCES AND QUALIFICATIONS HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
5. ATTACHED LICENSES/CERTIFICATIONS
6. ATTACHMENT "B" VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
7. ATTACHMENT "C" HB89 VERIFICATION IS COMPLETED, SIGNED, AND INCLUDED, IF OVER \$100,000.
8. ATTACHMENT "D" W-9 HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
9. THE MAILING LABEL HAS BEEN ATTACHED TO THE OUTERMOST SEALED ENVELOPE AND IS ADDRESSED.

Cut along the outer border and affix this label to your outermost sealed bid container to identify it as a "Sealed Bid". Include the name of the company and address submitting the bid.

SEALED BID * DO NOT OPEN



SEALED BID NO.: 240320
 BID TITLE: **Electrical for Maintenance Shop**
 DUE DATE/TIME: April 3rd, 2024 by 3:00 P.M.

SUBMITTED BY: _____
(Name of Bidder)

(Address of Bidder)



Attachment "A"
Vendor References and Qualifications

If this document is not submitted with the bid/proposal, it may be considered non-responsive.
 Comparable size, scope, and complexity to the work/services described in this solicitation.

Name of Agency or Company:	
Representatives Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	
Project Description:	

Name of Agency or Company:	
Representatives Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	
Project Description:	

Name of Agency or Company:	
Representatives Name and Title:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	
Project Description:	



**Attachment “B”
Vendor Information Questionnaire and Assurances**

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

Name of Company:	
Primary Office Address:	
Telephone Number:	
Email Address:	
DUNS Number (If applicable):	
Company has been in business since:	

Form of Ownership (check one):

- State Incorporated/Registered _____ / Date Incorporated/Registered _____
- LLC
- Joint Venture
- Partnership: If partnership, Circle one: Limited or General
- Individual

List of Partners, Principals, Corporate Officers, or Owners:

Name	Title

List of Corporate Directors:

Name	Title

1. Have you had any contracts terminated for default or other performance reasons? Circle Yes or No. If yes, explain:

2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Circle Yes or No. If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract? If yes, explain:

3. Is your company involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Circle Yes or No. If yes, explain:

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? Circle Yes or No. If yes, explain:

5. Does your company have previous final judgments against the City for breach of contract, fraud, misrepresentation, or conversion? Circle Yes or No. If yes, explain:

6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of Creedmoor? Circle Yes or No. If yes, explain:

7. Has your company refused to execute a contract following an award from the City of Creedmoor or any other City in Texas? Circle Yes or No. If yes, explain:

8. Has your company violated the anti-lobbying provisions in a current or previous City procurement process by contacting a member of the City Council prior to the award of a contract? Circle Yes or No. If yes, explain:

9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with any other Texas City? Circle Yes or No. If yes, explain:
10. Non-Collusion Certification: By signing below as an authorized signer, the Bidder certifies that ALL items below are true and correct concerning its bid.
- 1) You are fully informed of the contents of the bid and the circumstances of its preparation.
 - 2) Your bid is genuine and is not a collusive or sham bid.
 - 3) Neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm, or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm, or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of Creedmoor or any other bidder.
 - 4) The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.
11. Prohibition on contracts with companies that boycott Israel. Chapter 2271 and 808, Texas Government Code restricts the City from contracting with companies that boycott Israel. By signing below and submission of the HB89 Verification form, the Bidder certifies that it does not boycott Israel and will not during the term of this contract. Failure to maintain the requirements under this provision will be considered a material breach. (HB89 Verification form required if contract value is greater than \$100, 000.)
12. Prohibition on contracts with companies that do business with Iran, Sudan, or a foreign terrorist organization. Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing below as an authorized signer, the Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.
13. Prohibition on contracts with certain foreign-owned companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country," or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder

hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

14. Prohibition on contracts with companies that discriminate against firearm and ammunition industries. Section 2274 of the Texas Government Code (SB 19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

15. Prohibition on contracts with companies boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB 13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

16. I hereby certify that our business is an Equal Employment Opportunity (EEO) employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

I, _____, as _____ of
(Name) (Title)
_____ declare under oath does not and
(Company Name)

will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Signature: _____ Date: _____



Attachment "C"
Authorization of Change in Service or Cost

This document can be acquired in the Office of the City of Creedmoor and will be subject to approval by the City Alderman.

Contract Name:		Bid Number:	
Contractor & Company name:			
Orig. Contract Date:		Today's Date:	

Description of work or cost to be added to or deleted from scope of services:

Original Contract Amount:	
Previous Increases/Decreases in Contract Amount:	
Current Contract Amount	
This Increase/Decrease in Contract Amount:	
Revised Contract Amount:	

Contractor:

_____ Contractor Name _____ Contractor Signature _____ Date

Approval by the City of Creedmoor:

_____ City Representative Name _____ City Representative Signature _____ Date

_____ City Alderman Name _____ City Alderman Signature _____ Date

_____ City Alderman Name _____ City Alderman Signature _____ Date

Notes:

Attachment "D"

Authorization of Change in Service or Cost

A governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you are the business entity that is completing the form, you are a filer type CERT-BUS. (This will only be needed of Bidder if they are awarded the bid contract).

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)				
ADD ADDITIONAL PAGES AS NECESSARY				



ADDENDUM NO. 1

Today's Date: April 1, 2024

TO: ALL BIDDERS INTERESTED IN SOLICITATION # 240320 "Electrical for Maintenance Shop"

This addendum modifies the specifications to the MEP plans drawn up by the S. Kanetsky Engineering, LLC team. Instead of a 200kW generator, it will be a 150kW generator.