

SUBMIT BID TO:
 CITY OF NACOGDOCHES, TEXAS
 PURCHASING DEPARTMENT

MAILING ADDRESS:
 P O BOX 635070
 NACOGDOCHES, TEXAS 75963

EXPRESS MAIL ADDRESS:
 202 E PILAR STREET
 NACOGDOCHES, TEXAS 75963



CITY OF NACOGDOCHES, TEXAS

INVITATION FOR BIDS

CONTACT PERSON:
Larissa Philpot, Planning Director

TEL: 936-559-2572
 FAX: 936-559-2909
 philpotl@ci.nacogdoches.tx.us

TITLE:
2008 HOME Program – Demolition & Reconstruction Project

NUMBER:
Bid #2010109-001

SUBMITTAL DEADLINE:
May 3, 2010 @ 2:00 PM

PRE BID DATE, TIME AND LOCATION:
Non-Mandatory – April 26, 2010 @2:00 pm, @ 202 E. Pillar Street, City Council Chambers, Nacogdoches, TX

BID F.O.B. DESTINATION

Enter Respondent's Full Name:

Enter Company Name:

Enter Mailing Address:

Enter the following information:

Telephone Number: () _____ - _____

Fax Number: () _____ - _____

Email Address: _____

Federal ID Number: _____

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

 Authorized Signature

 Title

 Print/Type Name

 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
****FAX RESPONSES WILL NOT BE ACCEPTED****

GENERAL TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

THESE GENERAL TERMS AND CONDITIONS SHALL APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE "CITY" SHALL MEAN THE CITY OF NACOGDOCHES, TEXAS.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of the terms and conditions of any bid packet submitted and subsequent purchase order or contract.
3. **REQUIREMENTS AND ADDITIONAL INFORMATION:** Bidder guarantees the products or services offered will meet or exceed specifications identified in this solicitation.
 - 3.1. All prices shall be F.O.B. destination, freight prepaid and allowed. This means the vendor shall prepay and include the freight charges in the unit price.
 - 3.2. Price(s) shall not increase during the term of the purchase order unless otherwise stated in the specification. Vendor shall give price reductions to the City that result from reduced cost to the vendor during the term of the purchase order.
 - 3.3. Failure to sign the solicitation manually in the required space will disqualify the response. The person signing the response must have authorization to bind the company in contract.
 - 3.4. Any alterations to the response made before the opening date and time shall be initialed by respondent or authorized agent. Response cannot be altered or amended after the opening date and time.
 - 3.5. The City reserves the right to reject any response not prepared and submitted in accordance with the solicitation requirements.
 - 3.6. The City reserves the right not to consider a response from a bidder whose goods or services to the City have been documented as unsatisfactory in providing the same goods and services.
4. **BID OPENING:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City's purchasing guidelines, and project documents, including, but not limited to, the project specification and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.
5. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for the lateness of mail carrier, weather conditions, etc.
6. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures, made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
7. **WITHDRAWING OF BIDS:** A bid price may not be withdrawn or canceled by the bidder for a period of 90-days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.
8. **CONFLICT OF INTEREST:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City. By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.
9. **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.
10. **ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Nacogdoches, Texas, Purchasing Department. Addenda, if any, will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
11. **ERROR-QUANTITY:** Bid price must be submitted in units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall prevail.
12. **AWARD:** The City reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicalities and enter into contract deemed to provide the **best value** to the City. The City also reserves the right to award a separate contract to separate vendors for each line item or award one contract for the entire bid.
 - 12.1. The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City. In determining best value, the City may consider:
 - (a) The purchase price;
 - (b) The reputation of the bidder and the bidder's goods and services;
 - (c) The quality of the bidder's goods or services;
 - (d) The extent to which the goods or services meet the City's needs;
 - (e) The bidder's past relationship with the City;
 - (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities.
 - (g) The total long-term cost to the City to acquire goods or services; and
 - (h) Any relevant criteria specifically listed in the Invitation for Bids.
 - 12.2. All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Terms & Conditions or specifications may result in disqualification of bid.
 - 12.3. In case of tie bids, preference will be given to local bidders. In case of tie bids between local bidders, the award will be based on the drawing of lots.
 - 12.4. Any contract made, or purchase order issued, as a result of this Invitation for Bids, shall be entered into to the state of Texas and under the laws of the state of Texas. In connection with the performance of work, the bidder agrees to comply with the Fair Labor Standards Act, Equal Employment Opportunity Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
 - 12.5. **Responsible Bidder Criteria:** The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.
13. **FUNDING:** Any purchase order resulting from this solicitation is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the City Council.
14. **INVOICES:** Invoices shall be submitted by the awarded vendor to the City of Nacogdoches, Texas, Finance Department, P. O. Box 5070, Nacogdoches, Texas, 75963.
15. **PAYMENT TERMS:** Net 30 days.
16. **TAXES:** Purchases made for the City of Nacogdoches, Texas, are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response unless otherwise specified in this solicitation. Tax exemption certificates are available upon request.
17. **TRADEMARKS, COPYRIGHTS, PATENTS, AND INTELLECTUAL PROPERTY:** When applicable, each vendor shall obtain necessary permissions, copyrights, trademarks or patents for the City. The vendor agrees to protect the City from claims involving infringement of permissions, copyrights, trademarks or patents. The vendor shall not assert rights at common law or in equity or establish any claim to intellectual property, including, but not limited to, any permissions, statutory copyright any material or information or claim any patent developed in performance of service authorized. The City will own all rights and has the right to use, reproduce or distribute any or all of such information and other materials without the necessity of obtaining any permission from the vendor and without expense and charge. The vendor agrees to indemnify, hold harmless and defend the City from claims involving infringement of permissions, trademarks, copyrights or patents at the vendor's expense.
18. **INDEMNITY:** The vendor shall release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damage (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of vendor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom the vendor is legally responsible (hereinafter "claims"). Vendor is expressly required to defend the City against all such claims. In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by vendor in fulfilling its obligation hereunder to defend and indemnify the City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion of its defense or its own entire defense; however, the City is under no obligation to do so. Any such action by the City is not to be construed as a waiver of vendor's obligation to defend the City or as a waiver vendor's obligation to indemnify the City pursuant to this contract. Vendor shall retain City approved defense counsel within seven (7) business days of City's written notice that the City is invoking its right to indemnification under this contract. If vendor fails to retain counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and vendor shall be liable for all costs incurred by the City.
19. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms or provisions of this contract are delayed or prevented by strike, walkouts, acts of God, public enemy, fire, flood, or other unavoidable cause not attributable to the fault or negligence of the vendor or City.
20. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or services."
21. **TERMINATION FOR DEFAULT:** The City 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.
22. **VENUE AND JURISDICTION:** Venue for any suit concerning this procurement and any resulting purchase order shall be in a court of competent jurisdiction in Nacogdoches County, Texas.
23. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
24. **ASSIGNMENT:** The vendor shall not assign this contract or any of its rights or obligations under this contract without the prior written consent of the City.
25. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids, proposals, or materials submitted in response to this solicitation.
26. **CONFIDENTIALITY CLAUSE:** The City is governed by laws and regulations that make certain information confidential as well as specifying how public information is released. The vendor, its employees or subcontractors shall not divulge any information relative to City business at any time to a third party without the prior written approval of the City. All information created by or accessible to a vendor while providing a good or service for the City is confidential.

**PART I
 BID FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

Item	Description	Qty	U/M	Bid Amount
1	Demolish and reconstruct house at 1601 E. Main Street, Nacogdoches, Texas (Owner: Ms. Allie Deckard), in accordance with the City's 2008 HOME Grant Program specifications (dated April 2010, 15 pages – attached), City of Nacogdoches Low Income Housing Building Plans (A-1 & A-2, dated 8/26/09), Attachment A (4 pages), and other related bid documents. Bidders shall enter their total bid amount for the entire project in the space provided to the right based on their Bid Proposal Worksheet (see IFB, Part II.)	1	EA	\$
2	Demolish and reconstruct house at 1618 Looneyville Road, Nacogdoches, Texas (Owner: Ms. Clara Mitchell), in accordance with the City's 2008 HOME Grant Program specifications (dated April 2010, 15 pages – attached), City of Nacogdoches Low Income Housing Building Plans (A-1 & A-2, dated 8/26/09), Attachment A (4 pages), and other related bid documents. Bidders shall enter their total bid amount for the entire project in the space provided to the right based on their Bid Proposal Worksheet (see IFB, Part II.)	1	EA	\$
3	Demolish and reconstruct house at 606 Crisp Road, Nacogdoches, Texas (Owner: Ms. Ola Mae Polk), in accordance with the City's 2008 HOME Grant Program specifications (dated April 2010, 15 pages – attached), City of Nacogdoches Low Income Housing Building Plans (A-1 & A-2, dated 8/26/09), Attachment A (4 pages), and other related bid documents. Bidders shall enter their total bid amount for the entire project in the space provided to the right based on their Bid Proposal Worksheet (see IFB, Part II.)	1	EA	\$
4	Demolish and reconstruct house at 3612 E. Main Street, Nacogdoches, Texas (Owner: Ms. Linda Chase), in accordance with the City's 2008 HOME Grant Program specifications (dated April 2010, 15 pages – attached), City of Nacogdoches Low Income Housing Building Plans (A-1 & A-2, dated 8/26/09), Attachment A (4 pages), and other related bid documents. Bidders shall enter their total bid amount for the entire project in the space provided to the right based on their Bid Proposal Worksheet (see IFB, Part II.)	1	EA	\$
5	Demolish and reconstruct house at 1524 Fields Street, Nacogdoches, Texas (Owner: Ms. Vernice Pleasant), in accordance with the City's 2008 HOME Grant Program specifications (dated April 2010, 15 pages – attached), City of Nacogdoches Low Income Housing Building Plans (A-1 & A-2, dated 8/26/09), Attachment A (4 pages), and other related bid documents. Bidders shall enter their total bid amount for the entire project in the space provided to the right based on their Bid Proposal Worksheet (see IFB, Part II.)	1	EA	\$

PART II
BIDDER'S BID PROPOSAL WORKSHEET

The bidder shall complete this worksheet for each bid item, which shall serve as the basis for making draws, as described in Part I, Paragraph 23, of the HOME Grant Project specifications, for work completed under the contract as follows:

Item No. 1

- 1) (30% draw) - Demolition and removal of existing structure, preparatory site work, underground plumbing install, utility connections (as necessary), footings, forms, foundation pour and finish:

\$ _____.

- 2) (70% draw) – Framing, roofing, exterior siding and trim, exterior doors, windows, electrical and plumbing rough-in, HVAC ducting, insulation, and sheetrock:

\$ _____.

- 3) (90% draw) – Flooring, interior doors, cabinets, mechanical (HVAC), electrical and plumbing top-off, finish carpentry, appliances, interior and exterior paint:

\$ _____.

TOTAL BID (FOR ALL WORK) FOR ITEM NO. 1: \$ _____ (put amount on Part I Bid Form).

Item No. 2

- 1) (30% draw) - Demolition and removal of existing structure, preparatory site work, underground plumbing install, utility connections (as necessary), footings, forms, foundation pour and finish:

\$ _____.

- 2) (70% draw) – Framing, roofing, exterior siding and trim, exterior doors, windows, electrical and plumbing rough-in, HVAC ducting, insulation, and sheetrock:

\$ _____.

- 3) (90% draw) – Flooring, interior doors, cabinets, mechanical (HVAC), electrical and plumbing top-off, finish carpentry, appliances, interior and exterior paint:

\$ _____.

TOTAL BID (FOR ALL WORK) FOR ITEM NO. 2: \$ _____ (put amount on Part I Bid Form).

Item No. 3

- 1) (30% draw) - Demolition and removal of existing structure, preparatory site work, underground plumbing install, utility connections (as necessary), footings, forms, foundation pour and finish:

\$ _____.

- 2) (70% draw) – Framing, roofing, exterior siding and trim, exterior doors, windows, electrical and plumbing rough-in, HVAC ducting, insulation, and sheetrock:

\$ _____.

- 3) (90% draw) – Flooring, interior doors, cabinets, mechanical (HVAC), electrical and plumbing top-off, finish carpentry, appliances, interior and exterior paint:

\$ _____.

TOTAL BID (FOR ALL WORK) FOR ITEM NO. 3: \$ _____ (put amount on Part I Bid Form).

BIDDER'S BID PROPOSAL WORKSHEET – continued

Item No. 4

- 1) (30% draw) - Demolition and removal of existing structure, preparatory site work, underground plumbing install, utility connections (as necessary), footings, forms, foundation pour and finish:

\$ _____.

- 2) (70% draw) – Framing, roofing, exterior siding and trim, exterior doors, windows, electrical and plumbing rough-in, HVAC ducting, insulation, and sheetrock:

\$ _____.

- 3) (90% draw) – Flooring, interior doors, cabinets, mechanical (HVAC), electrical and plumbing top-off, finish carpentry, appliances, interior and exterior paint:

\$ _____.

TOTAL BID (FOR ALL WORK) FOR ITEM NO. 4: \$ _____ (put amount on Part I Bid Form).

Item No. 5

- 1) (30% draw) - Demolition and removal of existing structure, preparatory site work, underground plumbing install, utility connections (as necessary), footings, forms, foundation pour and finish:

\$ _____.

- 2) (70% draw) – Framing, roofing, exterior siding and trim, exterior doors, windows, electrical and plumbing rough-in, HVAC ducting, insulation, and sheetrock:

\$ _____.

- 3) (90% draw) – Flooring, interior doors, cabinets, mechanical (HVAC), electrical and plumbing top-off, finish carpentry, appliances, interior and exterior paint:

\$ _____.

TOTAL BID (FOR ALL WORK) FOR ITEM NO. 5: \$ _____ (put amount on Part I Bid Form).

TOTAL BID PRICE FOR ALL FIVE ITEMS: \$ _____.

NOTE: Award will be made in accordance with the provisions found in Paragraph 12 on the reverse side of the IFB.

Name of Bidder

Company Name

Address

Signature

Date: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR RESPONSE. FAILURE TO RETURN THIS FORM WITH YOUR BID MAY RESULT IN THE REJECTION OF YOUR BID.

PART 1
GENERAL

1. GENERAL: The City is seeking the services of a qualified general contractor to demolish and reconstruct five houses in the City under a 2008 "HOME" Owner Occupied Housing Assistance grant from the Texas Department of Housing and Community Affairs. The work shall be performed concurrently at each work location from demolition through re-construction of the new housing structure. In general, the scope of services shall include all labor, equipment, materials, supplies and supervision necessary, including site preparation, to construct and deliver the Project to the City complete and in accordance with the City's plans, specifications and contract documents.
2. DEFINITIONS: The terms stated below, as used throughout the bid documents, have the following meanings:
 - 2.1. *Addendum*: means a written instrument issued by the City's Purchasing Department that modifies or clarifies the solicitation prior to the opening date. "Addenda" is the plural form of the word.
 - 2.2. *Bidder*: Business entity or individual submitting a response to the IFB.
 - 2.3. *City*: The City of Nacogdoches, Texas. Hereunder referred to as the "City."
 - 2.4. *City's Contract Administrator (CCA)*: The City's point-of-contact person who will oversee the HOME demolition and reconstruction project. Hereunder referred to as the "CCA."
 - 2.5. *Contract*: means the binding legal agreement between the City and the Contractor. The Contract includes, without limitation, the solicitation documents, the Bidder's submitted response to the solicitation, the contract award, general terms and conditions, standard terms and conditions, specifications, and any addendum/addenda and amendments thereto.
 - 2.6. *Contractor*: Has the same meaning found in paragraph 2.9 below.
 - 2.7. *IFB (Invitation for Bids)*: A formal request to prospective vendors soliciting price quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.
 - 2.8. *Normal Work Hours*: The hours of 8:00 a.m. to 5:00 p.m. (CDT), Monday through Friday.
 - 2.9. *Prime Contractor*: The bidder that is awarded a contract by the City to undertake the demolition and reconstruction work called for in the Project. Hereunder referred to as the "Contractor."
 - 2.10. *Project*: means the scope of work identified in the IFB packet, which includes the City plans, specifications, attachments, and all other contract-related documents.
 - 2.11. *Responsible Bidder*: A bidder that has the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract.
 - 2.12. *Responsive Bidder*: A bidder who submitted a bid, which conforms in all material respects to the requirements stated in the IFB.
 - 2.13. *Subcontractor*: Business entity or individual hired by the Prime Contractor to perform a specific task as part of the overall project.
3. BIDDER QUALIFICATIONS The bidder shall:
 - 3.1. Be a company engaged in the business of demolishing and reconstructing low income housing under the state of Texas' HOME Investment Partnership Program a minimum of three years

