

# **CITY OF FRIENDSWOOD INVITATION TO BID**



TM

**[INSERT PROJECT NAME]  
[INSERT TYPE OF SERVICES]  
ITB [ITB #]**

This Invitation to Bid may be obtained from City Hall at 910 S. Friendswood Drive, Friendswood, Texas 77546-4856, or at our website [www.ci.friendswood.tx.us](http://www.ci.friendswood.tx.us).

Sealed competitive bids plainly marked ITB #[ITB #] [INSERT TITLE OF ITB] shall be addressed to the Mayor and City Council of Friendswood, City Hall, 910 S. Friendswood Drive, Friendswood, Texas 77546-4856. Submittals shall be accepted until 2:00 P.M., [INSERT DAY], [INSERT MONTH] [INSERT DATE], [INSERT YEAR], at which time there will be a public bid opening.

The City of Friendswood reserves the right to reject any or all submittals, to waive technical or legal deficiencies and to accept any submittal that it may deem to be in the best interest of the City.

The City of Friendswood is asking qualified firms to prepare bids for [INSERT BRIEF DESCRIPTION OF PROJECT]

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**PART I: ADMINISTRATIVE INFORMATION**

**1.1 CITY CONTACTS**

- A. For all questions, legal, purchasing, technical and schedule please contact:

Name: [INSERT YOUR NAME]

Title: [INSERT YOUR TITLE]

Phone: (281) [INSERT YOUR OFFICE PHONE NUMBER]

Email: [INSERT YOUR EMAIL]

**1.2 SCHEDULE OF EVENTS**

- A. Invitation to Bid Issued [INSERT DATE]
- B. [CHOOSE MANDATORY OR NON-MANDATORY] Pre-Submittal Meeting (if applicable) [INSERT DATE]
- C. Written Questions due by 5:00 PM [INSERT DATE]
- D. Submittals due by 2:00 PM [INSERT DATE]
- E. Submittal Evaluation [INSERT DATE] to [INSERT DATE]
- F. Contract Negotiations [INSERT DATE] to [INSERT DATE]
- G. Posting of Recommendations to Council Agenda [INSERT DATE]
- H. Council approval [INSERT DATE]

**PART II: PURPOSE**

- 2.1 The City of Friendswood is asking qualified firms to prepare bids for [INSERT DETAILED DESCRIPTION OF PROJECT].

**PART III: SCOPE OF WORK**

- 3.1 Bid Documents may be found on the City of Friendswood Bids website located at <https://www.ci.friendswood.tx.us/Bids.aspx>. Technical Specifications may be found on the City of Friendswood Publications and Forms website at <https://www.ci.friendswood.tx.us/350/Publications-Forms>.

## **PART IV: BIDS**

The City reserves the right to reject any bid and to waive informalities in the bids. In case of ambiguity or lack of clearness in stating the prices in any bid, the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. The award shall be made to the most responsible Bidder submitting the best value for the City of Friendswood. Bidders will be required to furnish verifiable references with their bids. The City of Friendswood pays for goods and services according to the provisions of Chapter 2251 of the Government Code.

The successful bidder must furnish a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract Price and upon the forms which are attached hereto. A Payment Bond shall be furnished for any contract in excess of Twenty-Five Thousand Dollars (\$25,000) and a Performance Bond shall be furnished for contracts in excess of One Hundred Thousand Dollars (\$100,000), and each shall be furnished within five days (5 D) after receipt of the Contract Documents. Payment and Performance Bonds shall be issued from sureties with a minimum "A-" rating from Best's Key Rating Guide and who are licensed by the Texas Department of Insurance to do business in the State of Texas and to issue said bonds. The bonds must be signed by an authorized representative of the surety, who is licensed by the State Board of Insurance.

In conformance with applicable statutes, the general prevailing wage rates in the locality in which the Work is to be performed have been ascertained, and such rates shall be the minimum paid for labor employed upon this project. The Contractor shall forfeit as a penalty, to the City of Friendswood, Sixty Dollars (\$60.00) for each laborer, workman or mechanic employed, for each working day, or portion thereof, if such laborer, workman or mechanic is found to be paid less than the stipulated rates for any work done under this Contract.

This Contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code. Because of Amendments to Section 151.311 of the Tax Code made by Section 14.07 of Chapter 5 (House Bill No. 11), 72nd Leg., 1st C.S., Acts 1991 at 188, in order for non-consumable materials and equipment to qualify for resale to the City and be exempt from sales tax, the contract and bids must comply with the following requirements:

- A. The bid and contract must separately identify:
  1. the charges for non-consumable materials and equipment that are permanently incorporated into the project and
  2. charges for skill, labor and consumable materials, tools and equipment that are permanently incorporated into the project. Bidders are required to have a sales tax permit issued by the

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Comptroller of the State of Texas in order to qualify under separated contract procedure.

- B. The City will issue to the Contractor a specific exemption certificate for this Contract in order that he does not have to pay taxes on qualifying materials, equipment or other tangible personal property purchased for and permanently incorporated into City realty in performing this Contract. The Contractor performing this contract must issue to his suppliers an exemption certificate complying with all applicable State Comptroller's rulings, along with a copy of the certificate issued to him by the City.
- C. Total Stipulate Price contract, in which the above charges are not separated, do not qualify for sales tax and use exemption.

Attention is directed to the liquidated damages provision of this Contract (as specified in the General Conditions) and the fact that rainy weather shall constitute justification for any delay in the time for completion only under certain conditions (as specified in the General Conditions).

The City shall, after review and approval of the City Council, enter into Contract negotiations with the apparent lowest responsible Bidder using City Contracts and Documents per City Specifications. Bidder shall not send their own Contract Documents or in any way alter, change or amended the City's Contract Documents.

## **PART VII: SUBMITTAL PROCESS**

Please submit one (1) marked original, along with one (1) electronic copy on flash drive or CD by ITB opening time of 2:00 PM on [INSERT DAY], [INSERT MONTH] [INSERT DATE], [INSERT YEAR]. Flash drive or CD must contain only one (1) file in PDF format and must match written response identically. Bids shall be submitted to the address shown below. Submittal shall be signed, in ink, by a person having authority to bind the vendor in a contract. Submittals that are limited to 25 pages (excluding resumes or sample documents) or less are preferred.

The City of Friendswood  
City Secretary's Office  
910 South Friendswood Drive  
Friendswood, TX 77546  
Monday - Thursday: 8:00 AM to 5:30 PM  
Friday: 8:00 AM to 5:00 PM

Bids sent via courier must be sealed in a separate envelope inside of the mailer. External envelope must be marked: ITB #[ITB #].

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To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing their responses.

Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8.5" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Text shall be no smaller than 10 point. Margins shall be no smaller than 1 inch. Elaborate covers, binding, dividers, etc., are not required.

## **PART VIII: SUBMITTAL PROCESS**

- A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Friendswood for the purposes of influencing this selection. Any attempt by the respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. All Information True – Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.
- C. Interviews – If the City, as a result of the initial evaluation of the submittals, develops a “short list”, respondents will be notified in writing of their status in the selection process. Respondents who are “short-listed” may expect and anticipate in a subsequent interview which will most likely focus not only on the respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- D. Inquiries – Do not contact the City during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- E. Cost of Responses – The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- F. Contract Negotiations – This ITB is not to be construed as a contract or as a commitment of any kind. If this ITB results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the City intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- G. No Obligation – The City reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) reject any or all respondents submitting responses, should it be deemed in Friendswood’s best interest; or (4) cancel the entire process.
- H. Insurance – The respondent shall have the appropriate liability insurance written by an insurer to transact insurance in the State of Texas.

**END OF DOCUMENT**