

HOPKINS COUNTY
BID NO. 2018-001
REPAIR OF HISTORIC COURTHOUSE WINDOWS

HOPKINS COUNTY

RETURN DEADLINE IS NO LATER THAN 9:00 A.M. Monday, December 18, 2017 in the County Judge's Office

SPECIFICATIONS AND BID FORMS

REPAIR OF HISTORIC COURTHOUSE WINDOWS

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

ALL HANDWRITTEN SIGNATURES MUST BE IN INK AND ALL PRICES MUST BE WRITTEN IN INK OR (PREFERABLY) TYPEWRITTEN.

BIDDER MUST INCLUDE EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

RETURN BID TO:

**COUNTY JUDGE'S OFFICE
HOPKINS COUNTY COURTHOUSE
118 CHURCH STREET
P.O. BOX 288
SULPHUR SPRINGS, TEXAS 75483**

BIDS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. BIDS WILL BE PRESENTED TO COMMISSIONER'S COURT AT 9:00 A.M. ON THURSDAY, DECEMBER 21, 2017.

COURTHOUSE WINDOW PROJECT

INVITATION TO BID

From: Hopkins County Auditor
P. O. Box 288
Sulphur Springs, Texas 75483

BID NO. 2018-001

Bids will be received at the Hopkins County Judge's Office until 9:00 A.M. Monday, December 18, 2017 and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting Thursday, December 21, 2017 and will be awarded at that time.

A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

B. Conditions

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any bid that does not fully respond to each specified item.
6. Bidder should include employer identification number or social security number.
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
"BID: #2018-001 for the Purchase REPAIR OF HISTORIC COURTHOUSE WINDOWS"
8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.

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REPAIR OF HISTORIC COURTHOUSE WINDOWS

9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.
10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
12. Bidders should state all insurance coverage applicable to this contract. Examples are Workman's Compensation, General Liability, Manufacturer's Liability, etc.
- THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATES TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED. Payments shall not become due and payable until such certificates have been filed.
13. Hopkins County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
14. The bid award shall be based on, but not necessarily limited to, the following factors:
- a. Unit Price
 - b. Total Price
 - c. Special needs and requirements of Hopkins County
 - d. Results of testing samples
 - e. Delivery
 - f. Hopkins County experience with products bid
 - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
 - h. Vendor's past performance record with Hopkins County.
15. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
16. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.
- If there are any additional charges of any kind, other than those mentioned above, other than those Mentioned above, specified or unspecified, bidder MUST indicate ALL items required and Attendant costs or forfeit the right to payment.
17. Hopkins County is exempt from certain Federal Excise, State and Local taxes.

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18. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts Nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

County Auditor
P.O. Box 288
Sulphur Springs, Texas 75483

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Tuesday noon before the second and fourth Monday.

19. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.

C. SPECIAL PROVISIONS

D. CONTRACT FULFILLMENT

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications. If bid and performance bonds are required, the proper document will be included in the package.

E. SPECIFICATIONS

F. BID SHEET

G. BID AFFIDAVIT

Any Questions concerning this bidding on this project, please contact our project manager Tom Glossup with C R W ASSOCIATES, INC at 903-348-1144

NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who after being by me duly sworn, did depose and say: "I, _____ am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said _____. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder _____

Telephone _____

By _____ Title _____
Type Name

Signature _____

SUBSCRIBED AND SWORN to me by the above named _____

on this the _____ day of _____, 20 ____.

Notary Public in and for the State of Texas

COMPANY NAME _____

BID 2018-001

Project: HOPKINS COUNTY COURTHOUSE WINDOW
RENOVATION
118 Church Street
Sulphur Springs, Texas 75482-2602

Owner: HOPKINS COUNTY TEXAS
118 Church Street
Sulphur Springs, Texas 75482-2602

Bid to: JUDGE ROBERT NEWSOM
County Judge
118 Church Street
Sulphur Springs, Texas 75482-2602

Construction Management: C R W ASSOCIATES, INC
3878 CR 4772
Sulphur Springs, Texas 75482

Gentlemen:

Having carefully examined the General Conditions, Supplementary Conditions, Drawings and Specifications for the project referenced above, and having visited the site, and having examined all conditions affecting operations, the undersigned proposes to furnish all materials, taxes, insurance, permits, incidentals, labor and equipment required to complete the Work, as follows:

COMPANY NAME _____

1. GENERAL:

1.1. All Bids, Alternates and unit prices will include the total cost of labor, equipment, materials, taxes, insurance, permits and incidentals required to perform the specified Work on Hopkins County Courthouse Windows in strict accordance with the project specifications, as well as Texas Historical Commission requirements and recommendations. Contractor must be approved by the Texas Historic Commission. Moving and temporary on-site storage of existing landscaping shall also be included in project requirements if required to perform specified work. Should contractor damage or destroy any landscaping, interior or exterior surfaces and/or furniture, equipment, as well as any other property of the complex, affected materials shall be replaced to match existing at the Contractor's expense.

2. Window Renovation Base Bid:

2.1. Furnish all labor, equipment, materials and incidentals required to remove and replace non-historic sash on windows located on the Basement Level with historic sash. Replacement of lower sash with new historic sash and replace brick mold and sills as necessary on the Ground Level Windows. All necessary temporary waterproofing shall be installed during renovation to insure that interiors remain dry. Work shall also include all necessary painting.

2.1.1. Price: \$ _____
_____ dollars _____ cents.

4. UNIT PRICES:

NOTE: All claims for unit price work shall be subject to verification and approval by the Owner's authorized representative. Unit prices shall be used to increase project scope.

COMPANY NAME _____

4.1. Unit Price:

4.1.1. Contractor shall furnish all labor, equipment, materials and incidentals as required to remove and replace any damaged Brick Mold.

4.1.1.1. Price per linear foot: \$ _____
_____ dollars _____ cents.

5. ADDITIONAL WORK FEES:

5.1. The undersigned Contractor agrees to furnish all labor and materials for any additional work ordered by the Owner which is provided by the Contractor's own forces (and to which no pre-agreed price has been fixed) for the net cost of such labor and materials plus _____ percent for overhead and profit. Thorough documentation shall be required of all material and labor charges.

5.2. The undersigned Contractor agrees to supervise and coordinate changes in work of the subcontractor(s) for a fee of _____ percent of the net cost of such labor and materials due the subcontractor. Thorough documentation shall be required of all materials and labor charges.

6. PERFORMANCE BOND:

6.1. The undersigned Contractor agrees to furnish a Performance Bond for the entire Bid amount for the sum of _____ percent of Contract sum.

7. ACCEPTANCE:

7.1. The contractor agrees to hold prices firm for sixty (60) days from the date of the Bid. Owner reserves the right to accept or reject this proposal for a period of sixty (60) days from the Bid Due Date. Further, within five (5) calendar days after receipt of the prescribed forms, the Contractor agrees to execute the contract documents with the Owner and deliver any evidence of insurance as required by Owner. The undersigned Contractor understands that Owner shall require submission of complete list of subcontractors prior to execution of the contract documents.

COMPANY NAME _____

8. DISCLOSURES:

8.1. In preparing the proposal form, Bidders are required to list below major subcontractors whose prices are incorporated within the Bid. Generally, trades listed should be those involving major money amounts or special technical items.

TRADE	SUB CONTRACTOR

9. COMPLETION OF WORK:

9.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to execute a contract for the above mentioned work in compliance to the Bid Documents and this Proposal Form. The Undersigned further agrees to guarantee completion of all Base Bid One Work within _____ calendar days after commencement of work. Should satisfactory completion of work not be completed within this time, liquidated damages in the amount of four hundred (\$400.00) dollars per calendar day will be assessed and applied against the payment of invoices. Reasonable extensions of time may be granted when requested in writing in a timely manner .

COMPANY NAME _____

10. COMMENCEMENT OF WORK:

10.1. Should the Undersigned be notified of the acceptance of this proposal, the Undersigned agrees to mobilize to commence work within _____ calendar days after the awarding of the Contract.

11. INSURANCE:

11.1. Furnish Owner with General Liability Insurance in the amount of \$ 2,000,000.00

Signed _____ Date _____

Title _____ Telephone _____

Print in Ink or Type

Name _____

Company _____

Address _____

City, State, Zip _____

Witness _____

Witness Signature _____

Contractor License Number (if applicable) _____