

Demolition Substandard Structures

Department: City Administrator

REQUEST FOR BIDS

The City of Nixon is accepting sealed bids for the RESIDENTIAL SUBSTANDARD STRUCTURE DEMOLITION. At this time, all submitted bids will be publicly opened at the City's Municipal Building, 302 E. Central Ave, Nixon, Texas. All information and specifications for this RFB can be found on the City of Nixon website or by calling the City Administrator at (830) 582-1924. All submitted proposals must be clearly marked on the outside of the SEALED BID package as follows:

SUBSTANDARD STRUCTURE DEMOLITION

All submittals must be mailed or hand-delivered to the attention of the City Secretary, 302 E. Central Ave, Nixon, Texas 78140.

We cannot be responsible for any bid not marked as stated above. **A Pre-bid conference will be scheduled for a later date and will be held at 302 E. Central Ave, Nixon, TX,** for this RFB.

PLEASE NOTE - In determining which bid is the best value to whom to award this contract, the city will consider the purchase price, the reputation of the vendor and/ or the vendor's goods and/or services, the extent to which the vendor's proposal meets the city's needs, the vendor's past relationship with the city, the impact on the ability of the city to comply with rules relating to historically underutilized businesses, the total long-term cost to the city to acquire the vendor's goods and/or services. The vendor's subcontractor lists concerning the same factors apply to the vendor.

The City of Nixon reserves the right to waive or reject any bids, or any irregularities in the said proposal or bid, in order to accept the offer considered to be the most advantageous to the City of Nixon, and/or to decline all offers. Bids received after this time and date will not be accepted.

No bidder may withdraw their bid within 60 days after the date set for the opening thereof. Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternative may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).

The decision of the City of Nixon, acting through the City Administrator, shall be final as to what constitutes acceptable deviations from specifications.

CONTACT

If there are any questions concerning this bid, please contact City Administrator Darryl Becker or the City Secretary's office at 830-582-1924.

QUANTITY: These quantities shown are for estimating purposes only, not a guarantee of actual usage.

AWARD

The award will be to the lowest totally responsible bid or split on an item-by-item basis or in any manner deemed to be in the best interest of the City of Nixon. The City of Nixon reserves the right to reject low bids which do not meet specifications.

NOTE

Previous experience and performance may be a factor in making the award.

ERRORS/OMISSIONS/DISCREPANCIES

Any errors, omissions, or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the City of Nixon's City Administrator 830-582-1924 as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.

DEFAULT

If defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuses of any or all of the above conditions persist, the City of Nixon will notify the contractor in writing. The contractor will be given ten (10) days to correct this "Default" condition. Failure to do so within the specified period will result in the City canceling the contract and procuring the articles or services from other sources and holding the contractor responsible for any excess cost caused thereby. The City shall have the privilege, with or without cause, to cancel and annul this agreement at any time on 10 days' notice to the bidder. The City shall provide notice of termination by first-class mail to the bidder at the address listed in the bid documents. If notice is provided by first-class mail it shall be considered delivered when placed, postage prepaid, in the U.S. Mail. If the contract is terminated for reasons other than breach of contract by the bidder, the bidder shall be compensated for services provided before the date of the notice of termination.

CANCELLATION OF FISCAL NECESSITY

In the event an appropriation is not made for continued funding of the service provided under this contract, the City of Nixon shall have the right to cancel all or part of the contract, without penalty.

INVOICE TERMS

The undersigned agrees that if the bid is accepted by the City of Nixon, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

EQUAL EMPLOYMENT OPPORTUNIT

Firms must comply with the City of Nixon's requirements for Affirmative Action and Equal Employment Opportunity. The City of Nixon, Texas is an equal-opportunity employer. Discrimination based on age, race, sex, handicap, or national origin is expressly prohibited.

CONFIDENTIALITY

All responses submitted shall remain confidential. After the selection of a firm, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless identified as such.

DISQUALIFICATION

The applicant may be disqualified for any of the following reasons:

- Applicant owes money to the City of Nixon.
- Applicant has charges pending with the City of Nixon.
- The applicant is involved in any litigation against the City of Nixon.
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City.

REQUEST FOR PROPOSALS SENT AS A COURTESY

An invitation to submit a bid may be sent as a courtesy to known interested parties. The receipt of the invitation from the City of Nixon in no way implies that the recipient is a qualified submitter.

SUBMITTAL REQUIREMENTS

To be considered for this project, four (4) copies of the bid must be submitted in full compliance with the specific requirements of the Specifications Document. The submittal shall include the following information, organized in the following manner to facilitate review:

1. Proposal/Bid Forms
2. The required City of Nixon Forms and Affidavits, included in this packet
3. Information Regarding the Proposer

REVIEW OF QUALIFICATIONS

City staff will review all submissions for responsiveness to the RFB. Individuals, firms, or teams will be given consideration. The review will consider the experience of the firm or firms, work on similar projects, project references, and proposed work and payment schedule. City staff may interview the most qualified individuals, firms, or teams.

INTERPRETATIONS

All questions about the meanings or intent, discrepancies, or omissions of the Request for Proposals shall be submitted to ~~Darryl Becker, City Administrator~~, in writing via email (listed at the end of this document). Any written responses become an Amendment part of the Request and shall be posted to the website for review.

CHANGES IN QUANTITIES/ITEMS

The City reserves the right to add or delete any item(s) from the specifications in whole or in part at the City's discretion as given in the proposal wherever it deems it advisable or necessary so to do and such changes shall in no way vitiate the contract nor affect the proposed prices for any item or remaining work. Unit prices submitted in the proposal shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in proposals, provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the proposal at the price stated and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price proposed for such item or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities before ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the RFP document. The quantities must not exceed the Contract-specified quantities without specific written authorization of the City Administrator, and it is the Contractor's responsibility to obtain said authorization.

EXPENSES ASSOCIATED WITH RESPONSE

The City will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Authorized,

Darryl Becker
City of Nixon
Administrator

BID PACKAGE:

Demolition Substandard Structures SOW