

INSTRUCTIONS TO BIDDERS

This Bid is for Weatherization of a residence located at
318 - E. 37th Street Lubbock, Texas.

The Job # for this residence is A-118.

A copy of the contract attached for your information.

Each Bidder should contact Madeline Amalla at the Community Services Office, located at 9th street and Texas Avenue; Telephone # 762-6411, Ext. 2305, in order to acquaint themselves with the work to be done and inspect the site.

Your Bid to include all labor and materials cost.

DATE 10-21-82

MATERIAL BID LIST

JOB # Job # A 118

CLIENT NAME Armandina Guzman

ADDRESS 318 East 37th

PHONE NUMBER 7626956 765-5660

TYPES OF MATERIALS NEEDED:

STORM DOORS:

1-32x80 R.H.

1 hot water heater blanket

1-36x80 L.H.

STORM WINDOWS:

2-36x55

6-32x39

2 - 32x35

CAULKING:

1 case caulking

INSULATION:

30 bags insulation

WEATHERSTRIPPING:

2 wx stripping

DOOR BOTTOMS OR SWEEPS:

2 door bottom

WINDOW PANES:

WOOD DOORS AND HARDWARE:

1-32x80 wood door

1 - 36x80 wood door

2 door knobs

OTHER: hinges

INSTRUCTIONS TO BIDDERS

This Bid is for Weatherization of a residence located at
2725 E. 2nd Place Lubbock, Texas.

The Job # for this residence is A-124.

A copy of the contract attached for your information.

Each Bidder should contact Madeline Amalla at the Community Services Office, located at 9th street and Texas Avenue; Telephone # 762-6411, Ext. 2305, in order to acquaint themselves with the work to be done and inspect the site.

Your Bid to include all labor and materials cost.

DATE 10-22-82

MATERIAL BID LIST

JOB # A 124

CLIENT NAME Norma Patterson

ADDRESS 2725 E 2nd Place

PHONE NUMBER 747-9421

TYPES OF MATERIALS NEEDED:

STORM DOORS:

1-36x80 R.H
1-32x80

1 hot water heater blanket

STORM WINDOWS:

11 - 36x39

CAULKING:

2 case caulking

INSULATION:

do not need

WEATHERSTRIPPING:

2 wx stripping

DOOR BOTTOMS OR SWEEPS:

2 door bottoms

WINDOW PANES:

1- 32x16 window pane

WOOD DOORS AND HARDWARE:

1- 36x80 wood door
1 - 32 x 80 wood door
2- door knobs
OTHER: hinges

Purchasing Department
CITY OF LUBBOCK
P. O. Box 2000
Lubbock, Texas 79457

CITY OF LUBBOCK
REQUEST FOR QUOTATION
THIS IS NOT AN ORDER

No. 7079
(Number must appear on ALL correspondence)

Closing 4:00 p.m.

Date 11-9-82

Telephones:
762-6411
Ext. 2165 - 2166 - 2167 -
2168 - 2169 - 2170

Mailed 11-1-82

**SEE
INSTRUCTIONS
TO BIDDERS
ON REVERSE
SIDE**

G & M Remodeling
4114 East 1st Place
Lubbock, Texas 79403

Gentlemen:

Please quote us on articles listed below. The right is reserved to accept or reject all or part of your offer, and to accept the offer the City considers the most advantageous. Alternates acceptable if in the City's opinion the necessary requirements are met. Any suggestions as to quantity to secure a better price are welcome.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	These columns to be filled in by firm quoting			DELIVERY DATE
				BRAND	UNIT PRICE	TOTAL NET PRICE	
1.			Weatherization Job #A-118 located at 318 - E. 37th Street Lubbock, Texas as per attached list.				
2.			Weatherization Job #A-124 located at 2725 E. 2nd Place, Lubbock, Texas as per attached list.				

Bids will be received by the Director of Purchasing at room 103 City Hall until the exact date and time specified above. Each bid must be sealed in a separate envelope, addressed to Floyd P. Nesbitt, Director of Purchasing, City of Lubbock, Box 2000, Lubbock, Texas 79457, and have BID NUMBER and CLOSING DATE MARKED ON OUTSIDE OF ENVELOPE. It shall be the responsibility of each bidder to insure delivery of bids in accordance with said closing date and time. The City of Lubbock, its Agents, Officials and employees shall not be responsible for delay in the receipt of bids submitted by mail.

ALL BIDS MUST BE QUOTED F.O.B. LUBBOCK.

Pricing _____
(firm unless otherwise stated)

Terms % _____ Minimum of 15 days from receipt of merchandise must be allowed on all cash discounts.

Shipment will be made from _____

For Additional Information, Contact ~~Mr.~~ Madeline Amalla (806) 762-6411 Ext. 2305

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms stated and in strict accordance with the specifications and General Conditions of Bidding on reverse side hereof, all of which are made a part of this offer.

Date _____, 19 _____

Signed By _____

**ALL BIDS MUST BE SIGNED.
UNSIGNED BIDS WILL BE RETURNED.**

IMPORTANT—READ CAREFULLY BEFORE MAKING BID

GENERAL CONDITIONS OF BIDDING

1. ALL BIDS SHOULD BE MADE ON THIS WHITE FORM. THE COLORED COPY IS FOR YOUR FILE. BIDS MADE ON OTHER FORMS WILL NOT BE CONSIDERED UNLESS STATEMENT TO THIS EFFECT IS INCLUDED, "IN ACCORDANCE WITH BID REQUEST NO. _____ AND SUBJECT TO ALL TERMS AND CONDITIONS THEREOF WE QUOTE AS FOLLOWS."
2. ANY CATALOG OR MANUFACTURER'S REFERENCE IN THIS PROPOSAL IS DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS USED ONLY TO INDICATE TYPE AND QUALITY. IF, HOWEVER, THE BIDDER PROPOSES SIMILAR BUT NOT IDENTICAL ITEMS, HE MUST FURNISH FULL PARTICULARS. IF NO MENTION IS MADE OF ANY EXCEPTIONS IT IS ASSUMED THAT HE IS BIDDING ON THE ARTICLE SPECIFIED AND NOT ON APPROVED EQUAL AND HE WILL BE REQUIRED TO DELIVER THE EXACT ARTICLE SPECIFIED.
3. PRICES SHOULD BE ITEMIZED. THE CITY OF LUBBOCK RESERVES THE RIGHT TO AWARD BY ITEM OR BY TOTAL BID.
4. TIME OF PROPOSED DELIVERY SHALL BE STATED IN NUMBER OF CALENDAR DAYS.
5. IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE EXTENSION, THE UNIT PRICE SHALL GOVERN.
6. **NOTE:** THE CITY OF LUBBOCK IS EXEMPT FROM ALL FEDERAL, STATE & LOCAL TAX. DO NOT INCLUDE THESE TAXES IN YOUR BID PRICE OR INVOICE. TAXABLE ITEMS MUST BE SO DESIGNATED AND THE CITY WILL SUPPLY CONTRACTOR WITH TAX EXEMPTION CERTIFICATE PROPERLY EXECUTED.
7. PREFERENCE WILL BE GIVEN TO FIRM QUOTES. ITEMS QUOTED AT PRICE IN EFFECT AT TIME OF SHIPMENT WILL NOT BE CONSIDERED UNLESS A DEFINITE PER CENT IS PLACED ON THE ESCALATION.
8. ALL BIDS MUST BE SIGNED. UNSIGNED BIDS WILL BE CONSIDERED AS NO BID AND WILL BE RETURNED TO VENDOR.
9. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
10. **SAFETY WARRANTY** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
12. **RIGHT OF INSPECTION** Buyer shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
14. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.
15. **FORCE MAJEURE** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
17. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

STANDARD PURCHASE TERMS AND CONDITIONS CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS**
 - a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Purchasing Department, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
 - b. Do not include Federal Excise, State or City Sales Tax.
6. **GRATUITIES** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE**
 - a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
10. **SAFETY WARRANTY** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.
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14. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.
15. **FORCE MAJEURE** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
17. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROL EVIDENCE** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
20. **RIGHT TO ASSURANCE** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
21. **INDEMNIFICATION** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of a subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
22. **TIME** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and any failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.