

<p>SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT</p> <p>MAILING ADDRESS: 220 TEXAS BLVD 4TH FLOOR TEXARKANA, TEXAS 75504</p>	 <p>CITY OF TEXARKANA, TEXAS INVITATION FOR BID</p>	
<p>CONTACT PERSON: Angela Humphrey</p>	<p>TITLE: Painting Maintenance and Repair Services Contract</p>	
<p>TEL: 903-798-3942 humphrey@texarkanatexas.gov</p>	<p>IFB NUMBER: #24-2202-01</p>	<p>SUBMITTAL DEADLINE: <i>Wednesday</i> <i>January 3, 2024 @ 10:00 AM</i></p>
<p>PRE-BID DATE, TIME, AND LOCATION: None</p>		<p><u>BID F.O.B. DESTINATION</u></p>
<p><i>Enter Respondent Name:</i></p>		
<p><i>Enter Business Name:</i></p>		
<p><i>Enter Mailing Address:</i></p>		
<p><i>Enter the following information:</i></p> <p>Telephone Number: () _____ - _____</p> <p>Email Address: _____</p>		

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.
NO EMAILED RESPONSES SHALL BE ACCEPTED

Bid opening will be at 10:00 a.m. CST, Wednesday, January 3rd, 2024 in the Public Works Office, 220 Texas Blvd. 4th Flr. Texarkana, Texas. Solicitation Documents and Plans will be available on the City's Website <https://www.ci.texarkana.tx.us/346/Purchasing>, Current Bidding Opportunities or email humphrey@texarkanatexas.gov.

**PART I
BID FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

	Description	Total
1	Labor Per Hourly Rate	\$

****City shall reimburse Contractor for needed project materials; paint, caulk, tape, etc.****

****Contractor shall be responsible for providing tools needed to complete work; brushes, scaffolding, drop clothes. etc.****

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

Best Value Questionnaire

In accordance with the enclosed terms and conditions the City will award this contract based on "Best Value" criteria. Bidders shall answer the following questions and submit with their bid. Failure to do so may result in disqualification.

1. How long has your company been in business? _____ Years.

2. Attach a list of your helpers (**if applicable)

3. How long do you warranty a project or do you? Labor _____

4. List any special skills, qualifications, experience, or equipment that uniquely qualifies your company for this contract.

5. Attach a copy of your current liability and workers' compensation insurance certificate of coverage to your bid submittal. In the event bidder is a sole proprietorship or individual that by law is not required to carry workers compensation, bidder shall provide proof of self-insurance to City in lieu thereof.

6. List of 5 Reference's and phone numbers.

7. List of any completed City of Texarkana, Texas projects.

8. List of any completed Historical projects and/ or restorations.

PART II
GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

THESE GENERAL CONDITIONS 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 TEXARKANA, 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 the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.
3. **ERROR QUANTITY:** Bid price must be submitted on per hourly rate specified, extend, and total shown. In the event of discrepancies in extensions, the price shall govern.
4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into a contract deemed to provide the **best value** to the City.
The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
 - 4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:
 - (a) The purchase price.
 - (b) The reputation of the bidder and of the bidder's goods or 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 to Bid.
 - 4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.
 - 4.3 In case of tie bids, preference will be given to local bidders.
 - 4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into 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 Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
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.

- 4.5 Prospective Contractors will be evaluated on their answers from both the "Hourly Rate, Bid Form" and the "Best Value Questionnaire". As listed;
- 52% Bidder's proposed pricing.
 - 16% Bidder's qualifications and experience.
 - 16% Bidder meets the City of Texarkana needs and requirements.
 - 16% Bidder's references.
5. **INVOICES:** Invoices shall be submitted by the successful bidder to the City of Texarkana, Texas, Attn: Parks Dept., 220 Texas Blvd. Texarkana, Texas 75501
6. **PAYMENT TERMS:** Net 30 days.
7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in the bid. Tax exemption certificates will be executed by the City and furnished upon request.
8. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.
9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer, or convey this contract in whole, or part, without the prior written consent of the Contracts Department.
11. **LATE BIDS:** Bid packets received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.
12. **ALTERING BIDS:** Bid prices cannot be altered or amended after the submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. **WITHDRAWAL OF BIDS:** A bid price may not be withdrawn or canceled by the bidder for a period of (90) ninety-days following the date designated for the receipt of bids without written approval of Parks Director, and bidder so agrees upon submittal of bid.
14. **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 of Texarkana, Texas.

15. **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 Texarkana, Texas Contracts Department. Addenda 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.
16. **Contractor 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 damages (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 contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter “claims”). The contractor is expressly required to defend City against all such claims.
In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of the contractor’s obligation to defend City or as a waiver of contractor’s obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City’s written notice that City is invoking its right to indemnification under this contract. If the contractor fails to retain counsel within such time-period, the City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by City.
17. **TERMINATION:** The City of Texarkana, Texas 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. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.
18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.
19. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct 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 service”.
20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.
21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

22. **BID OPENINGS:** 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 of Texarkana, Texas Purchasing guidelines, and project documents, including but not limited to the project specifications 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.
23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
25. **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 of Texarkana, Texas.

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.

26. **PERMITS:** Successful bidder is responsible for obtaining any-and-all City permits when the job requires.
27. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Texarkana, Texas 75501 a Conflict-of-Interest Questionnaire that describes, among other things,

28. DISCLOSING “INTERESTED PARTIES” TO A CONTRACT, HB1295

A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

“controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2016. A violation of the filing requirements is a Class C misdemeanor.

The Conflict-of-Interest Questionnaire (Form CIQ) may be downloaded from https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

**PART III
INSTRUCTIONS TO BIDDERS**

THE CITY OF TEXARKANA APPRECIATES YOUR TIME AND EFFORT IN PREPARING YOUR BID. ALL BIDDERS SHOULD FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND ATTACHED SPECIFICATIONS.

I. INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

- 1.1 The City of Texarkana is seeking written and sealed competitive bids to furnish Painting Maintenance and Repair Services per the attached specifications. Sealed bids will be received no later than **10:00 a.m. CST on Wednesday, January 3rd, 2024.** Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **IFB #24-2202-01, Painting Maintenance and Repair Services Contract** and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Angela Humphrey, Contracts
City of Texarkana
Public Works / Contracts Department
220 Texas Blvd 4th Floor
Texarkana, Texas 75501

- 1.2 Bidders are responsible for making certain bids are delivered to the Public Works/ Contracts Department. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If the bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, telegraphic transmission, or faxed transmission.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Bids CANNOT be withdrawn, altered, or amended after bid closing. Alteration made before bid closing must be initiated by bidder guaranteeing authenticity.
- 1.5 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

2 CLARIFICATION OF REQUIREMENTS

- 2.1 It is the intent and purpose of the City of Texarkana that this request permits competitive bids. It shall be the bidder's responsibility to advise the City if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the City of Texarkana Contracts Department no later than (5) five business days prior to the bid closing date. A review of such notifications will be made.

3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by bid amendments (addenda).
- 3.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Contracts Department. At the request of the bidder, or in the event the Contracts Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Contracts Department. Such an addendum issued by the Contracts Department will be sent to all bidders receiving the original Invitation to Bid (IFB) and will become part of the bid package having the same binding effect as provisions of the original bid. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Contracts Department no later than (5) five days prior to the bid closing date.
- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City in writing or in this IFB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 3.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.
- 3.5 A copy of all addenda issued must be signed and returned with your bid.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements prior to submitting a bid to ensure that the goods and/or services being bid on meet the intent of these specifications.
- 4.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation to Bid. Failure to make such investigations and examinations shall not relieve the bidder from the obligation to comply, in every detail, with all provisions and requirements of the Invitation to Bid.

5 BID SUBMITTAL

- 5.1 Each bid is to be submitted by the date and time indicated. Additional copies may be requested by the City of Texarkana if deemed necessary.
- 5.2 All bids must include this IFB and any subsequent addenda. Bids must be submitted on the Bid Form and the Bidder must sign and date their bid in the space provided. Identify the item bid, including brand name and model number, if applicable. Enter unit price, extended cost, and delivery days in the columns provided. In the event of discrepancies in extension, the unit price shall govern.

- 5.3 The City is exempt from Federal Excise, State Sales and Transportation taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed upon request.
 - 5.4 Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.
 - 5.5 Bid prices must be firm for a minimum period of sixty (60) days. Bids subject to price increases will not be considered.
 - 5.6 All bids, responses, inquiries, or correspondence relating to or in-reference to this IFB, and all reports, charts, and other documentation submitted by bidders shall become the property of the City of Texarkana when received.
- 6 LICENSES, PERMITS, TAXES**
- 6.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

**PART IV
SPECIFICATIONS**

SCOPE: This specification describes the requirements to provide per hour pricing for Painting Maintenance and Repair Services on an as-needed basis at various locations within the city. This includes City Hall, all Fire Department Stations, and all Parks, Public Works, Fleet, Perot Theatre, Library, Health Department, and any acquired locations during the contract period. This does not include the Bi-State Justice Center.

1. TERM OF SERVICE / HOURS OF WORK

1.1 ***Term of service shall be (24) twenty-four months. The contract may be renewed for (3) three additional (1) one-year periods in accordance with this specification and the City of Texarkana, Texas Terms and Conditions, and with the following additional provision:***

1.2 Bids shall be firm for the initial term of the Contract. If renewed a request for a price increase may be submitted in writing within the last (30) thirty days of the current contract. The City of Texarkana, Texas will accept or reject a price increase within (5) five working days after receipt of notice. If an increase is rejected, the contractor may cancel the contract by giving (7) seven days written notice. Old prices must be honored on orders approved up to the date of formal notice of cancellation from contractor. Any price increase will not become effective until the original contract is amended by the Contracts Department.

1.3 Normal working hours required in performance of the service shall be 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

1.4 After-hours and weekend work is required. No overtime shall be paid during those weekend and afterhours worked. The rate is a set flat fee anytime work is requested.

2. SERVICE REQUIREMENTS

2.1 Vendor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.

2.2 Vendor shall provide qualified painters to perform various duties as directed by the authorized City representative.

2.3 Any work requiring a separate license shall be performed under the applicable license as required under local or state law.

2.4 Vendor shall obtain city permit (if applicable) prior to the start of any project.

3. SERVICE REQUIREMENTS

3.1 Vendor shall furnish tools, transportation, methods of communication, and if required, miscellaneous services.

3.2 Vendor shall provide qualified painting workmanship to perform various duties as directed by the authorized City representative. Vendor shall have a monitored phone number(s) to contact for service. The painter shall be on call as needed and response time shall be within a (2) two-hour response time for emergency calls.

4. MISCELLANEOUS SERVICES: If listed as a line item on the bid, the City shall reimburse for all needed materials; paint, caulk, tape, etc. Vendor shall provide all tools and miscellaneous services such as: brushes, scaffolding, drop clothes, etc. and any other necessary tools to complete the needed Painting work. The vendor shall provide a cost estimate, which shall be approved by the authorized City representative prior to any work being performed.
5. UNSATISFACTORY PERFORMANCE: The City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to the following:
 - 5.1 Performing project in an unprofessional or in an inappropriate manner.
 - 5.2 Poor quality of finished work.
6. PERFORMANCE REQUIREMENTS:
 - 6.1 Vendor shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.
 - 6.2 Vendor shall provide a qualified painter to perform various duties as directed by the authorized City representative.
 - 6.3 Painter/s shall contact the authorized City representative upon arrival at the job site and complete a Unit Price Quotation Form prior to beginning work.
7. QUOTATIONS FOR INDIVIDUAL UNIT PRICE PROJECTS:
 - 7.1 Quotations shall be written on the Unit Price Quotation Form included in this bid showing a breakdown of the contract unit prices for labor per hourly rate and materials associated with each set project.
 - 7.2 All quotations submitted to the authorized City representative and shall be considered "not to exceed" proposals.
 - 7.3 If there is a change to the project that affects the quotation, a revised quote shall be submitted by the Contractor and signed by the department representative for that project. Extra work shall not proceed until authorized by the departmental representative.
 - 7.4 Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized City representative.
 - 7.5 Vendor shall clean, repair, or replace any item damaged by the vendor or its subcontractors(s) during the performance of the service to the satisfaction of the City, and at no additional cost to the City.
 - 7.6 Invoices: Each project shall be invoiced separately and shall include job location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - 7.7 Contractor will obtain all permits, at own expense, for inspections, tests, and other services required for completion of work.

8. PERFORMANCE WARRANTY:

- 8.1 The vendor shall guarantee all work any defects in workmanship, and shall satisfactorily correct, at no cost to the city, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by the City of Texarkana, Texas.

PART V

INSURANCE REQUIREMENTS

Prior to the award of this contract by the City and before commencing work, the successful bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, Contracts Administrator within (10) ten-days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

(a) Commercial General Liability insurance at minimum combined single limits of \$500,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

(b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$100,000 per each accident/\$500,000 by disease aggregate/\$100,000 by disease each employee. In the event bidder is a sole proprietorship or individual that by law is not required to carry workers compensation, bidder shall provide proof of self-insurance to City in lieu thereof.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

- (1) The City shall be named as an additional insured with respect to general liability.
- (2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.
- (3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

- (4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days notice prior to cancellation, non-renewal, or termination of the insurance.
- (5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

- (1) A financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
- (2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- (1) The insurance set forth by the insurance company is underwritten on forms, which have been approved by the Texas State Board of Insurance.
- (2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- (3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.