



REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

September 25th, 2020
DATE MAILED

Proposal No: 20-080
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Telephone: (903) 531-1232

Closing Date: October 13, 2020

Addressed To:

INSTRUCTIONS:

Please quote as per instructions indicated below for the articles described. Proposal must be submitted on City of Tyler forms to be considered. All items or services called for must be in strict accordance with all of the requirements and specifications attached hereto or furnished upon request.

1. Keep duplicate copy of proposal for your files.
2. Federal Excise Taxes are exempted, also Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form at once if unable to quote.
4. Specify Trade name or brand in space.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ **304 North Border**, Tyler, Texas 75702, Attn: Sherry Pettit until October 13, 2020 and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm.

FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, SUPERINTENDENCE, AND LABOR FOR FAULKNER SKATE PARK PHASE II

PROPOSAL IDENTIFICATION:

Proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

DATA SHEETS:

All responders must complete each specification data sheet in spaces provided on each item that is bid as well as all information requested on the price data sheet. Said price, data and specifications sheet is hereby made a part of this proposal.

DELIVERY:

Delivery must be stated in your proposal on the data sheet as the number of calendar days from date of order.

The City of Tyler reserves the right to reject any and/or all proposals and to waive any and/or all formalities and to award purchase total amount, partial amount or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:

In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) at the time the signed contract is submitted to the **CITY**. The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least \$1 million.

The *Certificate of Interested Parties* (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.