

# ***CRMWD***

***Colorado River Municipal Water District***

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR THE INVITATION FOR SEALED BIDS**

**FOR THE PURCHASE OF**

**Employee Uniform Rental Service**

**March 2021**

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**P.O. Box 869  
400 East 24<sup>th</sup> Street (physical)  
Big Spring, Texas 79721  
Telephone: (432) 267-6341  
Facsimile: (432) 267-3121  
[www.crmwd.org](http://www.crmwd.org)**

**COLORADO RIVER MUNICIPAL WATER DISTRICT**  
**Employee Uniform Rental Service**

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**DIVISION 0**  
**BIDDING AND CONTRACT REQUIREMENTS**

## 00010 INVITATION FOR BIDS

Sealed proposals addressed to **Mr. John Grant, General Manager of the Colorado River Municipal Water District**, will be received at the office of the Colorado River Municipal Water District, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721), until **Thursday, April 1, 2021 at 3:00 p.m.** for the following project:

### **Employee Uniform Rental Service**

The project includes the rental of office floor mats and uniforms for employees of CRMWD, the pickup of soiled mats and uniforms to be cleaned, pressed (uniforms), and maintained in a presentable condition and delivery of the clean mats and uniforms to various district locations on a weekly basis.

At this time and place the proposals will be publicly opened and read aloud. Any bid received after closing time will not be accepted and will be returned to sender unopened.

Contract Documents, including Specifications, Construction Drawings and any other documents relevant to the scope of work may be examined at the office of the Colorado River Municipal Water District, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721), Telephone (432) 267-6341, free of charge.

Advertisement and information for the Project can be found at the following web site:  
**[http://www.crmwd.org/crmwd\\_engineering.htm](http://www.crmwd.org/crmwd_engineering.htm)**

Contract Documents may be downloaded or viewed free of charge at this web site. All potential bidders may review a copy of the Contract documents from the offices of the District. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders are received.

This web site will be updated periodically with addenda, lists of interested parties, reports or other information relevant to submitting a proposal for the Project. All bidders are responsible for insuring that they have a complete set of Contract documents prior to the deadline for submission of sealed bids. Any questions concerning this advertisement, any addenda or related to the Contract documents should be addressed to **David Hernandez, CRMWD, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721), 432-267-6341 ext. 332 or [dhernandez@crmwd.org](mailto:dhernandez@crmwd.org).**

There will not be a pre-bid meeting for this project.

Performance and payment bonds will NOT be required from the successful bidder.

In case of ambiguity or lack of clarity in stating proposed prices, the Colorado River Municipal Water District reserves the right to adopt the most advantageous purchase thereof, to reject any or all bids, and to waive formalities. The District anticipates that it will award the contract by May 14, 2021. No bid may be withdrawn within ninety (90) calendar days after the date on which bids are opened.

COLORADO RIVER MUNICIPAL WATER DISTRICT  
John Grant, General Manager

**END OF SECTION**

## **00100 INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1 - GENERAL**

#### **1.1 DEFINED TERMS**

A. The following definitions shall apply to and shall override any conflicting definitions in the Bid or Contract Documents:

1. *Alternate Bid*: An amount stated in the Bid to be added to or deducted from the amount of Base Bid if corresponding change in Work, as described in Bid Documents is accepted.
2. *Base Bid*: Sum stated in Bid for which Bidder offers to perform Work described in Bid Documents as base, to which Work may be added to or deleted for sums stated in the Alternate Bids.
3. *Bid*: Complete and properly signed bid to do Work for sum proposed therein submitted in accordance with the Bid Documents.
4. *Bidder*: Person or entity who submits a bid. The Bidder may also be referred to as the “Contractor” or the “Vendor” with each term having the same meaning.
5. *Bid Documents*: Includes Bidding Requirements and proposed Contract Documents.
6. *Bidding Requirements*: Includes Advertisement For Invitation For Bids, Instructions to Bidders, Bid Form, and other sample bid and contract forms.
7. *Owner*: Colorado River Municipal Water District, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721). The Owner may also be referred to as the “District” with term having the same meaning.

### **ARTICLE 2 - BIDDER’S REPRESENTATIONS**

2.1 Bidder by making a Bid represents that:

- A. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
- B. Bidder has read and understands the Bid Documents and Contract Documents, to the extent that such documentation relates to Work for which the Bid is submitted, for other portions of the Project that may be presented as alternates to the base work required.

- C. Bid is based upon materials, equipment and systems required by Bid Documents without exception unless the Bid or Contract Documents specifically state that an alternate or substitute may be submitted.

## **ARTICLE 3 – BID DOCUMENTS**

### **3.1 COPIES**

- A. Bidder may obtain a complete set of Bid Documents as set forth in the Advertisement seeking submission of Bids free of charge via the following website address: [http://www.crmwd.org/crmwd\\_engineering.htm](http://www.crmwd.org/crmwd_engineering.htm). A copy of a complete set of Bid Documents may be viewed at the District office.
- B. Bid documents will not be issued directly to Sub-Bidders or others unless specifically offered in Advertisement.
- C. Bidders is responsible for obtaining and shall use a complete sets of Bid Documents in preparing Bids; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents.
- D. The Contract Documents consist of the following:
  - 1. Invitation for Bids;
  - 2. Instructions to Bidders;
  - 3. Bid;
  - 4. Contract Agreement;
  - 5. Terms and Conditions;
  - 6. Specifications; and
  - 7. Addenda
- E. The following are also Contract Documents which may be delivered or issued on or after the effective date of the Contract and are not attached hereto:
  - 1. Notice to Proceed;
  - 2. Written Amendment(s);
  - 3. Change Order(s);
  - 4. Field Order(s); and
  - 5. Work Change Directive(s)
- F. There are no Contract Documents other than those listed above in this Article.
- G. The Contract Documents may only be amended, modified or supplemented as provided in the Contract and the Terms and Conditions to the Contract.

### **3.2 INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

- A. Bidder shall carefully study and compare Bid Documents with each other, and with other work being proposed concurrently or other work currently under construction to

- the extent that it relates to Work for which the bid is submitted. Bidder shall examine the site location and site conditions. Bidder shall report at once any errors, inconsistencies, or ambiguities discovered.
- B. Bidder and Sub-bidder requests for clarification or interpretation of Bid Documents shall make written request which must reach the District or the Engineer at least ten days prior to the date for the deadline for submission of bids.
  - C. Interpretations, corrections and changes of Bid Documents will be made by Addendum. Any Interpretations, corrections and changes of the Bid Documents made in any other way shall not be binding, and Bidders shall not rely on them.
  - D. All questions relating to the Bid Documents and project site shall be directed to the attention of: **David Hernandez, CRMWD, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721), 432-267-6341 ext. 332 or dhernandez@crmwd.org.** All questions received within less than ten (10) calendar days before the deadline for submission of bids may not be answered. During the pendency of the procurement and prior to the deadline for submission of the bid, no Bidder shall contact anyone with the District concerning this Project as this will result in the immediate disqualification.

### 3.3 SUBSTITUTIONS

- A. Materials, products and equipment described in the Bid Documents establish the standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of bids unless a written request for acceptance has been received by the District and Engineer at least ten (10) calendar days prior to the deadline for receipt of the bids. A request for acceptance of substitution and substantiating data shall be forwarded to **David Hernandez, CRMWD, 400 E. 24th Street, Big Spring, Texas 79720; (P.O. Box 869, Big Spring, Texas 79721), 432-267-6341 ext. 332 or dhernandez@crmwd.org.**
- C. Requests for substitution shall include the name of the material or equipment for which it is to be substituted and complete description of proposed substitution including drawings, performance and test data, other information necessary for evaluation, and samples where applicable. Include a statement setting forth changes in other materials, equipment or other portions of Work including changes in work of other contracts that incorporation of the proposed substitution would require. Requests for substitution will be given consideration only if proposed substitute will not require revisions to proposed Drawings, and request is submitted by Bidder, not sub-bidders. The burden of proof of the merit of the proposed substitution is on the bidder. The District's decision as to acceptance or rejection of the proposed substitution shall be final.

- D. If the District accepts the proposed substitution prior to receipt of the bids, such acceptance will be set forth in an Addendum. Bidders shall not rely upon acceptance made in any other manner.
- E. By requesting the District's acceptance of substitutions, the bidder represents that substitute products readily available in sufficient quantities to prevent delay in Work; are equivalent to products described in Bid Documents in strength, durability, efficiency, capacity, ease of maintenance and any other criteria set forth for the material or equipment for which bidder is suggesting substitution; have record of performance equal or superior to products described in Bid Documents and, if exposed to view in completed Work, are available in the same range of color and textures as products described in Bid Documents. Bidder and manufacturer shall provide sufficient assurance that proposed substitute product or system will remain available for the full term of the Contract.

#### 3.4 ADDENDA

- A. Addenda will be mailed, faxed or delivered to all who are known to have requested a complete set of Bid Documents.
- B. Copies of the Addenda will be made available for inspection and posted wherever Bid Documents are on file for that purpose.
- C. No Addenda will be issued later than two (2) calendar days prior to the deadline for receipt of sealed bids except for an Addenda withdrawing or canceling the Invitation for Bids and the procurement or one which includes the postponement of the deadline for receipt of sealed bids.
- D. Each bidder shall ascertain prior to submitting its sealed bid that bidder has received all addenda issued, and bidder shall acknowledge their receipt in the bid.

#### 3.5 EXAMINATION OF SITE

- A. The submission of a sealed Bid shall be considered a representation by the bidder that they have complied with every requirement of this Section.



## **ARTICLE 4 – CONTRACT TIME**

4.1 The Contract shall commence with the effective date of the contract. The term of the contract shall be for 48 months.

## **ARTICLE 5 – QUALIFICATION OF BIDDERS**

### **5.1 DOCUMENTATION TO DEMONSTRATE RESPONSIBILITY**

A. Within five (5) calendar days of Owner’s request to demonstrate that the Contractor is responsible and able to construct the Project within the Contract Time and Amount, Bidder shall provide the following information:

1. Qualification and experience of Bidder, including key personnel, concerning similar type projects two (2) years.

## **ARTICLE 6 – BID PROCEDURES**

### **6.1 FORM AND STYLE OF BIDS**

- A. Bids shall be submitted on forms identical to the form included with the Bid Documents.
- B. All blanks on the Bid Form shall be filled in ink and shall not be left blank.
- C. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures; and in case of discrepancy between the two, the amount written in words shall govern. In the case of a conflict between the unit price indicated and the extended amount shown, the unit price indicated multiplied by the stated quantity shall govern.
- D. Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- E. All requested Alternates shall be filled in on the Alternate portion of the Bid Form. If no change in Base Bid is required, enter “No Change”. If the bidder does not elect to make a bid on the base bid or any alternates, then the bidder should enter “No Bid”. All blanks on the Bid Form must be filled in with a monetary amount, “No-Bid” or “No Change.” If any line of the Bid Form is left blank and is not filled in with one of the described items the Bid may be declared incomplete and rejected in its entirety.
- F. Each copy of the bid shall include the legal name of the Bidder and statement that the Bidder is a sole proprietorship, corporation or other legal entity. Each copy shall be signed by a person or persons legally authorized to bind the bidder to a Contract. A bid by a corporation shall further give the state of incorporation and shall have the corporate seal affixed. A bid submitted by an agent shall include a current power of attorney attached to the bid establishing the agent’s authority to bind the bidder.

- G. Each bid shall have attached all documents and forms as required by the Bid Requirements for this Project. Bids submitted without the attachments are subject to disqualification and return by the District without further action.
- H. All Addenda will be acknowledged by the Bidder by signing on the Bid Form beside each Addenda Number.
- I. All documents or other data that the Bidder deems confidential in nature should be clearly marked as such by the Bidder and will be treated as such by the District subject to the provisions of the Texas Open Records Act.

## 6.2 BID SECURITY- **Not Applicable**

- A. Each Bid shall be accompanied by security in the amount of five (5%) percent of the Proposed Annual Contract Price with alternates as a guarantee that the Bidder will promptly enter into a Contract and execute Performance and Payment Bonds on the forms included in the Contract Documents if awarded the Contract.
- B. Acceptable forms of securities to accompany the Bid are:
  - 1. An approved Bid Bond, which must be in a form identical to the one provided in Section 00250 of the Bid Documents, underwritten by a surety named in the current list of “Surety Companies Acceptable on Federal Bonds” as published in the Federal Registry by the United States Treasury that is licensed to provide bonds in the State of Texas.
  - 2. A certified or cashier’s check made payable to the District.
- C. All Bid securities will be returned to the Bidders once the Contract has been awarded or a Bid has been rejected. All Bidders are reminded that all Bids will be required to remain active and in place for ninety (90) calendar days after the actual date of the opening of the Bids.

## 6.3 SUBMISSION OF BIDS

- A. Each Bid shall be submitted at the time and place indicated in the Advertisement For Invitation For Bids. The complete Bid, and all other required documents, shall be enclosed in a sealed opaque envelop, marked with the Project title and name and address of the Bidder. If the sealed Bid is mailed, the sealed envelope should be included in a separate mailing envelope which should be annotated

on the outside of the envelope "SEALED BID ENCLOSED." Refer to the Advertisement in Section 00010 for submission format and times.

B. Each Bid that is not received by the deadline for submission of the sealed Bids shall be returned to the Bidder unopened.

#### 6.4 MODIFICATION OR WITHDRAWAL OF BID

A. A Bid may be modified by submission of a sealed Bid in the same manner in which the original Bid was submitted up to the time of the deadline for submission of the sealed Bids. The Bid Security must also be modified if necessary to cover the entire amount of the sealed Bid as modified.

B. A Bid may be withdrawn by the Bidder or its agent, who must establish his or her authorization to withdraw the Bid by providing a writing by the person or persons who signed the Bid, up to the time for the deadline for the submission of the sealed Bids. A Bidder who properly withdraws a sealed Bid prior to the deadline for the submission of sealed Bids is not disqualified from submitting a new sealed Bid as long as it is in compliance with the Bid Documents.

### **ARTICLE 7 – CONSIDERATION OF BIDS**

#### 7.1 OPENING OF BIDS

A. Bids shall be opened in the manner described in the Advertisement for this Request For Sealed Bids.

B. All Bids shall remain open for the period set forth in the Request For Bids, but the District may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

#### 7.2 AWARD AND EXECUTION OF CONTRACT

A. Once the District has completed its review of the responsiveness and determined that the Bidder is responsible a Contract with the successful Bidder will be executed.

7.3 Once the Contract has been signed, a Notice to Proceed authorizing the Contractor to commence Work will be issued.

#### 7.4 SALES TAXES

- A. The District qualifies as an exempt agency as defined by the statutes of the State of Texas. The District's purchasing department will issue exemption certificates. The Bidder shall be required to comply with all statutes and rulings of the Texas State Comptroller's office.

**END OF SECTION**

**00200**

**BID**

**COMPETITIVE SEALED BID FORM**

**Employee Uniform Rental Service**

**To: Colorado River Municipal Water District  
Attn: John Grant  
400 East 24<sup>th</sup> Street  
(P.O. Box 869, 79721)  
Big Spring, Texas 79720**

The following is the Bid of \_\_\_\_\_ (insert Bidder's name), a \_\_\_\_\_ (insert whether corporation, partnership, etc.) organized and existing under the laws of the State of \_\_\_\_\_. The Bidder has examined the Request For Bid, Instructions to Bidders, this Bid, all of the Bid Documents and the Contract Documents, to include all specifications and drawings provided, and has examined the site of work and conditions on the site and agrees that it will provide all of the necessary material, equipment, labor, tools, materials and will perform all work necessary for the completion of the above-named project for the sum indicated below and will execute the contract and the bonds set forth in the Contract Documents upon formal acceptance of the Bid.

In submitting the Bid, the undersigned agrees to the following:

- To plan for the Owner's Notice to Proceed with on-site activities as outlined in the Contract Documents;
- To hold the Bids and alternates open at the prices shown until a contract is executed as set forth in the Bid and Contract Documents;
- To accept the right of the Owner to reject any and all Bids, to waive any formalities and to accept the right of the Owner to select and accept the Bid which the Owner considers most advantageous;
- To accept the right of the Owner to negotiate after selection any modification of scope or time as allowed by law;
- To enter into and execute the Contract, if awarded, for the Base Bid and accepted Alternate Bids, if any;
- To accept the right of the Owner to assess liquidated damages in the event that the Work is not completed on time as allowed under the contract; and
- To complete the Work in accordance with the Contract Documents with the Stipulated Contract time.

The Bidder submits the following:

## EXHIBIT A - BID TABULATION SHEET

### 48-Month Term

Item No.	Quantity	Description	Unit Price	Total Amount
1.	<u>*57 each</u>	Initial set up fee, including fitting, sizing, and uniform construction for all uniform types, for  _____ dollars and _____ cents ea.	\$ _____	\$ _____
2.	<u>38 each</u>	Maintenance Uniforms, 5-changes per week, inventory of 11 sets, delivered to 8 separate locations, including all environmental and service fees, for  _____ dollars and _____ cents each per week per employee	\$ _____	\$ _____
3.	<u>11 each</u>	Supervisor Uniforms, 5-changes per week, inventory of 11 sets, delivered to 7 separate locations, including all environmental and service fees, for  _____ dollars and _____ cents each per week per employee	\$ _____	\$ _____
4.	<u>3 each</u>	Lake Superintendent Uniforms, 5-changes per week , inventory of 11 sets, delivered to 3 separate locations, including all environmental and service fees, for  _____ dollars and _____ cents each per week per employee	\$ _____	\$ _____
5.	<u>5 each</u>	Operator Uniforms, 5-changes per week, inventory of 10 sets, delivered to 1 location, including all environmental and service fees, for  _____ dollars and _____ cents each per week per employee	\$ _____	\$ _____
6.	<u>1300 each</u>	Provide 1300 shop towels, cleaned weekly on as used basis, delivered to 8 locations  _____ dollars and _____ cents each	\$ _____	\$ _____
7.	<u>1 Lump Sum</u>	Floor mats, 1 each 3'x8', 2 each 3'x10' and 7 each 3'x 5' changed out weekly, delivered to 3 locations  _____ dollars and _____ cents lump sum	\$ _____	\$ _____

Total of Base Bid Item 1-7 (written out in words): _____ _____
Total of Base Bid Items 1-7: \$ _____

**\*(Note: Total number of employees is subject to change at the time the contract is executed.)**

## EXHIBIT B - BID TABULATION SHEET

### Uniform Replacement Cost

Item No.	Quantity	Description	Unit Price	Total Amount
R-1.	<u>1 each</u>	Maintenance worker Uniform ea.		
		Replacement cost for Shirt _____ dollars and _____ cents ea.	\$ _____	\$ _____
		Replacement cost for Pant _____ dollars and _____ cents ea.	\$ _____	\$ _____
R-2.	<u>1 each</u>	Supervisor Uniform ea.		
		Replacement cost for Shirt _____ dollars and _____ cents ea.	\$ _____	\$ _____
		Replacement cost for Pant _____ dollars and _____ cents ea.	\$ _____	\$ _____
R-3.	<u>1 each</u>	Lake Superintendent Uniform ea.		
		Replacement cost for Shirt _____ dollars and _____ cents ea.	\$ _____	\$ _____
		Replacement cost for Pant _____ dollars and _____ cents ea.	\$ _____	\$ _____
R-4.	<u>1 each</u>	Operator's Uniform ea.		
		Replacement cost for Shirt _____ dollars and _____ cents ea.	\$ _____	\$ _____
		Replacement cost for Pant _____ dollars and _____ cents ea.	\$ _____	\$ _____
R-5.	<u>1 each</u>	Shop Towels ea.		
		Replacement cost for Shop Towel _____ dollars and _____ cents ea.	\$ _____	\$ _____
Total of Bid Item R-1 through R-5 (written out in words): _____				
Total of Uniform Replacement Costs Bid Items R-1 through R-5: \$ _____				



**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned acknowledges receipt of Addenda Number \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned acknowledges receipt of Addenda Number \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned acknowledges receipt of Addenda Number \_\_\_\_\_, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTACHMENTS**

Bidder understands that it is required to attach additional necessary documentation to this Bid described elsewhere in the Contract Documents, to include but not limited to the Bid form, and any documentation/form necessary to respond to the contractor’s statement of qualifications and forms required for compliance with the laws of the State of Texas.

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Person Authorized to Bind Bidder

\_\_\_\_\_  
Title of Person Signing the Bid

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Type of Entity: Corporation, Partnership, Sole Prop.

Corporate Seal

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Email

**END OF SECTION**

## VENDOR COMPLIANCE WITH STATE LAW - NON-RESIDENT BIDDERS

Chapter 2252 of the Texas Government Code applies to the award of contracts awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. Section 2252.002 states: "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in: (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer."

A "Nonresident bidder" refers to a person who is not a resident.

A "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Mark the appropriate statement that is correct for Bidder.

\_\_\_\_\_ Nonresident bidder in \_\_\_\_\_ (insert the name of the state where principal place of business is), our principal place of business, are required to be \_\_\_\_\_% (insert the percentage) percent lower than the resident bidders by state law. A copy of the statute is attached.

\_\_\_\_\_ Nonresident bidders in \_\_\_\_\_ (insert the name of the state where principal place of business is), our principal place of business, are not required to under bid resident bidders.

\_\_\_\_\_ Our principal place of business or corporate offices are in the State of Texas.

\_\_\_\_\_  
Signature of Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

---

Name of Contractor

---

---

Address of Business

---

Telephone

---

Email

**THIS FORM SHALL BE EXECUTED AND RETURNED WITH THE BID.**

**END OF DOCUMENT**

**CONTRACTOR COMPLIANCE WITH TEXAS SALES TAX CODE**

Contractor agrees to comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Materials incorporated into the Project  
(resold to the Owner as defined in the Texas Tax Code) \_\_\_\_\_

All other charges and costs \_\_\_\_\_

Total\* \_\_\_\_\_  
(\*The total must equal the total amount of the Contract)

\_\_\_\_\_  
Signature of Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Telephone

**THIS FORM SHALL BE EXECUTED AT THE TIME OF EXECUTION OF THE CONTRACT AND MADE A PART OF THE CONTRACT.**

**END OF DOCUMENT**

**00250 BID BOND- Not Applicable**

**00300 CONTRACT AGREEMENT**

**THIS AGREEMENT (the “Contract”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COLORADO RIVER MUNICIPAL WATER DISTRICT (the “OWNER”) and \_\_\_\_\_(the “CONTRACTOR”).**

**That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, and under the terms and conditions found in the Bid and Contract Documents, the CONTRACTOR agrees to commence and complete the project known as follows:**

**Colorado River Municipal Water District  
EMPLOYEE UNIFORM RENTAL SERVICE**

**and all extra work in connection therewith, under the terms as stated in the Contract Documents and in the Terms and Conditions of the Contract (the “Project”); and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Bid attached hereto, in accordance with all of the Bid and Contract Documents, including but not limited to the Terms and Conditions, Request For Bids, Instructions to Bidders, Specifications, Drawings, all attached hereto and incorporated by reference as if set forth fully herein, as prepared by the Colorado River Municipal Water District, (the “ENGINEER”), each of which has been identified by the CONTRACTOR and the ENGINEER, all of which are made a part of the Contract.**

**The CONTRACTOR agrees to commence work on or after the date established for the start of work as set forth in a written notice to commence work and to substantially complete all work within the time stated in the Bid, subject to such extensions of time as are provided by the Contract Documents.**

**The OWNER agrees to pay the CONTRACTOR the price originally stated in the Bid, or that may be properly increased or decreased in accordance with the Contract Documents, in the amount of \$\_\_\_\_\_such payments to be made subject to the Contract Documents.**

The CONTRACTOR may not assign any portion of the work under the Contract, excepting to its subcontractors, without the written consent of the OWNER. CONTRACTOR has a fiduciary obligation to use all funds paid as a part of this Contract to all laborers, subcontractors, materialmen and suppliers for the work performed on the Project and shall hold and pay such contract funds subject to this obligation.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party and its partners, successors, assigns and legal representatives concerning all covenants, agreement, and obligations contained in the Contract Documents.

Any provision(s) or part(s) of the Contract Documents that are held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or part.

The OWNER and CONTRACTOR agree that should any claim or dispute arise between the OWNER and CONTRACTOR it shall be handled in accordance with the terms and conditions contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have executed this Contract in the year and day indicted above.

<p><b>By:</b> _____</p> <p><b>Signature</b> _____</p> <p><b>Name and Title</b></p> <p><b>COLORADO RIVER MUNICIPAL WATER DISTRICT P.O. Box 869 400 East 24<sup>th</sup> Street Big Spring, Texas 79721 Telephone – (432) 267-6341 Facsimile – (432) 267-3121</b></p>	<p><b>By:</b> _____</p> <p><b>Signature</b> _____</p> <p><b>Name and Title</b></p> <p><b>Telephone – Facsimile –</b></p>
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**END OF SECTION**

**00400 PERFORMANCE BOND - Not Applicable**

**00450 PAYMENT BOND - Not Applicable**

**00500 TERMS AND CONDITIONS**

Owner and Contractor, in consideration of the mutual covenants and agreements set forth in the Contract, agree as follows:

**1. General.**

- A. The work to be performed consists of the furnishing of all uniforms, materials, machinery, equipment, superintendence and labor and performing all work necessary for designing, manufacturing, furnishing, maintaining, replacing and delivering uniforms as described in these documents.
- B. All uniforms or items provided shall be new and of the latest design or model. Remanufactured or used uniforms/equipment will not be accepted.

**2. Definition of Terms.**

- A. **District.** Whenever the word “District” is used in the Specifications and Contract Documents, it shall be understood as referring to the Colorado River Municipal Water District, a legal subdivision of the State of Texas.
- B. **Owner.** Whenever the word “Owner” is used in the Specifications and the Contract Documents, it shall be understood as referring to the Colorado River Municipal Water District.
- C. **Contractor/Bidder/Vendor.** Whenever the word “Contractor”, “Bidder”, “Vendor” or “Equipment Manufacturer” is used in the Specifications and Contract Documents, it shall be understood as referring to the successful supplier for this project, his legal representative or his agent, signing this Proposal.
- D. **Engineer.** Whenever the word “Engineer” is used in the Specifications and Contract Documents, it shall be understood as referring to CRMWD, 400 East 24th Street, P.O. Box 869, Big Spring, Texas 79721, Engineer of the Owner, or such other Engineer, Supervisor, or Representative as may be authorized by the Owner to act in any particular responsibility.

**3. Interpretation of Phrases.**

- A. Whenever the words “Directed”, “Required”, “Permitted”, “Designated”, “Considered Necessary”, “Prescribed”, or words of like import are used in the specifications, it shall be understood that they are intended as a prerogative of the Engineer or Owner; and similarly, the words “Approval”, “Acceptable”, “Satisfactory”, or words of like import, shall mean approval, etc., by the Engineer or Owner.
- B. Whenever in the specifications for the work the term or descriptions of various qualities or attributes as relative to finish, workmanship, and/or other qualities of similar kind cannot, because of their nature, be specifically and briefly described in general terms, the Owner or its designated representative shall be the final judge as to whether or not the workmanship as described is being performed in accordance with the intent of the plans and specifications therefor, and the work shall be completed in accordance with his interpretation of the meaning of such works, terms or clauses.

**4. Submittals.**

- A. All goods, materials or supplies must be approved in writing prior to fabrication and/or delivery. Contractor shall furnish all required submittals in time to maintain the delivery dates. Review and/or approval of submittals or design and performance criteria shall not transfer or relieve Contractor of responsibility for same, or for any errors or omissions in submittals or warranty obligations.
- B. See General Requirements for submittals that are required.
- C. Owner may unilaterally direct changes in the materials, supplier or goods or quantities by written change order, with a corresponding adjustment to the Contract Price and quantities, as applicable. However, no changes shall be valid or binding unless authorized by Owner in writing. Contractor shall hold the Contract Price and all price discounts applicable to the materials, supplies or goods and its general price list for the duration of the Project if additional quantities or other goods are ordered. The term “Goods” shall include uniforms, materials, supplies, equipment or machinery necessary for completion of the project.

**5. Shop Drawings.**

- A. Within thirty (30) calendar days after the receipt of the Contract the Contractor whose equipment, machinery or materials is selected shall submit for review by the Owner a complete set of shop (fabrication) drawings for the specific equipment, machinery or materials to be furnished.



The procedure for submission shall be as follows:

- B. The Vendor shall submit at least five (5) copies of drawings to the Engineer for his review for general compliance to the specifications and construction plans.
  
- C. Shop Drawings shall include:
  - 1) Engineering data and other information necessary to allow a complete evaluation of products, including dimensions, size, weights, materials of construction, external connections, anchors, and supports required.
  - 2) All applicable standards such as ASTM or Federal specification numbers.
  - 3) Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings.
  - 4) Vendor shall highlight in yellow marker any deviation from the Owner's specifications and indicate the reason for the deviation. Deviations, which are not highlighted for the Engineer's attention, may be cause for rejection of equipment at any time.
  - 5) Other data as required in the technical specifications.
  - 6) All required statements of certification, guarantees, extended service agreements, and other related documents are to be provided with the shop drawing. The effective date of these documents shall be the date of acceptance of the work by the Owner.
  - 7) Shop drawings shall be submitted to the Engineer and shall be submitted in accordance with all the requirements contained within these documents and specifications.
  - 8) Electrical schematic diagrams.
  
- D. When a drawing is satisfactory to the Engineer or only requiring minor corrections, three (3) copies will be marked "Approved", "Approved as Corrected", dated, and one (1) copy thereof will be returned to the vendor.
  
- E. Should a drawing be unsatisfactory to the Engineer, he will mark thereon "Not Approved-Resubmit" and will return one or more copies thereof to the Vendor with the necessary corrections and changes indicated. The Vendor shall correct or change the drawings as required by the Engineer and again submit for approval. The Vendor shall revise and resubmit the working drawings as required by the Engineer until approval thereof is obtained.

- F. Approval by the Engineer indicates general compliance or acceptability; however, it does not relieve the Equipment Manufacturer of final responsibility for proper dimensions, character, quantity, quality, strength, or sufficiency of the items involved and suitability of equipment for the intended purpose. Waivers or exceptions to the plans and specifications may be validated only in writing by the Owner which specifically identifies the feature and no such waiver or exception shall be allowed as a result of omissions or oversights in examining and approving the above drawings or other material.
- 6. Certified Test Reports. (NOT APPLICABLE)**
- A. Copies of any certified factory test reports shall be submitted as required by the Technical Specifications.
- 7. Operation and Maintenance Manuals. (NOT APPLICABLE)**
- A. Prior to the delivery of the equipment, machinery or materials the Contractor shall furnish to the Owner six copies of Manuals giving Instruction on Installation, Testing and Operation, Maintenance Procedures, Parts List and other pertinent information.
- B. Manuals shall be prepared by the manufacturer and shall also incorporate an appropriate table of contents, final certified shop drawings, warranties, guarantees, performance curves, and testing data as required by the specifications. Manuals shall contain instructions for startup, normal operating, regulation, control, shutdown, emergency shutdown, assembly, installation, alignment, adjustment, checking, testing, lubrication, trouble shooting, routine maintenance, safety procedures, and address of service representatives. Manuals may be manufacturer's standard instructions, but shall be supplements as necessary to cover any specific features not included in the standard material.
- C. Manuals shall be bound in plastic ring or loose leaf binders, preferably limited to 8-1/2 by 11 inch page size, with large drawings folded to such dimension that can be inserted in an envelope attached to the back of the binder. Provide a table of contents and label the binder and front cover with the project, manufacturer and equipment included.
- 8. Patents.**
- A. If bidders hereunder are required or desire to use any design, device, material or process that is covered by letters, patents or copyright, they shall be responsible for obtaining legal permission from the appropriate owner or party and the prices submitted hereunder shall include all such costs arising from the use. **THE BIDDER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER FROM ANY CLAIM OR CLAIMS FOR INFRINGEMENT BY REASON OF USE OF SUCH COVERED**

**DESIGN, DEVICE, MATERIAL OR PROCESS, OR ANY TRADEMARK OR COPYRIGHT USED BY BIDDER OR IN CONNECTION WITH ANY WORK TO BE PREFORMED ON THE PROJECT.**

**9. Warranty. (NOT APPLICABLE)**

- A. The Contractor shall expressly warrant that all equipment, machinery, materials, supplies or goods furnished under this Contract is of first class material and workmanship, complies in all respects with the design and specification of the Contract Documents, of good and merchantable quality and fit for the purpose intended, and is free from faults or defects of material or workmanship. In the event of a failure of any part or parts of the equipment, machinery, materials, supplies or goods during the first two (2) years of service, provided that the equipment, machinery, materials, supplies or goods have been used for their intended use, the affected part or parts shall be replaced promptly upon notice of the Owner at the sole expense of the Contractor.
- B. All nonconforming equipment, machinery, materials, supplies or goods or unauthorized substitutions shall be considered defective. For a period of two (2) year from substantial completion of the entire Project, and notwithstanding any earlier delivery, acceptance or operation of the equipment, machinery, materials, supplies or goods, Contractor shall promptly repair or replace any defects in materials or workmanship and reimburse any resulting damage upon notice from Owner. This warranty is in addition to any warranties required by the Contract Documents or otherwise imposed by law. As a condition of any payment, Contractor shall furnish all extended manufacturer warranties and operation/maintenance manuals and execute any documents required by Owner to confirm these warranties. This warranty does not establish a limitation period to pursue remedies for defects in materials or workmanship or breach of other obligations of Contractor, all of which may be enforced in the time prescribed by applicable law.

**10. Acceptance. (NOT APPLICABLE)**

- A. The Owner reserves the right to operate the equipment or machinery, after installation, for a period of thirty (30) calendar days before final acceptance. During such period, the equipment or machinery vendor, or its representative, shall make such adjustments as may be deemed necessary to improve the operating performance of the equipment or machinery. Should the equipment or machinery fail to meet the requirements of the specifications, such failure shall be deemed cause for the rejection of the unit by the Owner and its removal and replacement with an acceptable unit shall be done at the sole expense of the Contractor.

**11. Contract Price.**

- A. The “Contract Price” is the total compensation payable to Contractor as identified in the Contract. Unless otherwise stated in the Contract, the Contract Price includes the cost of all Goods and all items required for a complete and fully operational system, including all required parts and connections, and all related labor, material, equipment, shipping, handling, offloading, placing, installation, insurance, taxes, incidental services, overhead and profit required to complete the provisions of the contract.
- B. The Contract Price and delivery dates will not be adjusted for changes or fluctuations in the price or availability of the equipment, machinery, materials, supplies or goods or component parts or materials or labor, regardless of whether foreseeable or within the control of Contractor.

**12. Payment.**

- A. Payment shall be made on the Contract no later than thirty (30) calendar days after the later of the date the Owner receives an invoice for the equipment, machinery, materials, supplies, goods or services. Contractor is only entitled to payment for conforming Goods delivered at the required destination that are accepted by Owner. Unless otherwise stated in this Contract, no advances or deposits will be made. No payment shall be due for undelivered, nonconforming, defective or rejected equipment, machinery, materials, supplies, goods or services.

**13. Delivery.**

- A. Time is of the essence for all obligations of Contractor. Contractor shall deliver the equipment, machinery, materials, supplies or goods to the specified destination by the delivery dates identified in this Contract or, if not identified, within 48 hours after Owner’s request. Shipments shall be complete and in proper sequence for installation. Contractor shall be liable for all costs and damages resulting from its failure to meet the delivery dates or other delays caused by Contractor. Contractor’s sole remedy for any delay for which it is not responsible is an extension of the delivery dates, but only to the extent granted by Owner under the Contract Documents. Contractor waives any right to increase the Contract Price and any damages for delay. See General Requirements for delivery locations.

**14. Inspection.**

- A. Owner has no duty to discover defective or nonconforming equipment, machinery, materials, supplies or goods. Owner’s receipt and/or acceptance of the equipment, machinery, materials, supplies or goods shall not relieve Contractor of responsibility. However, Owner may reject equipment,

machinery, materials, supplies or goods at any time, regardless of whether accepted or installed. Any rejected equipment, machinery, materials, supplies or goods at Owner's election may, at Contractor's cost, be: (1) returned to Contractor, with Contractor providing conforming equipment, machinery, materials, supplies or goods without delay; (2) held for an equitable reduction in the Contract Price; (3) repaired or replaced by Owner; or (4) Owner may exercise any other right or remedy available under this Contract or at law. Contractor shall reimburse the applicable portion of the Contract Price and all costs and damages upon demand or Owner may elect to exercise a right to offset or deduct all costs and damages from any amounts owed on or under this Contract. Payment shall not be construed as acceptance of any nonconforming or defective equipment, machinery, materials, supplies or goods.

**15. Installation. (NOT APPLICABLE)**

A. Offloading, placement and/or installation of the equipment, machinery, materials, supplies or goods will be performed by Owner at the Designated. Contractor shall coordinate the installation with Owner. Installation will occur as scheduled by Owner, time being of the essence. Owner may modify such schedules as necessary, and Contractor shall not be entitled to any compensation or damages for delay. Contractor shall not damage the equipment, machinery, materials, supplies or goods or other work, finishes or property and shall take precautions to protect the equipment, machinery, materials, supplies or goods from damage by others. Contractor shall be liable for any damage and shall replace any damaged equipment, machinery, materials, supplies or goods without delay. Contractor shall remove all packaging, crating, labels and other items not necessary for use or operation and clean and remove any blemishes from the equipment, machinery, materials, supplies or goods to new condition.

**16. Loss/Title.**

A. Title to the equipment, machinery, materials, supplies or goods shall remain with the Contractor. Contractor shall be responsible for any damage or other loss of any kind to the Goods, regardless of cause, until receipt and acceptance by Owner. Contractor shall insure the equipment, machinery, materials, supplies or goods for the full Contract Price against all risk of loss that may occur. Contractor warrants that the equipment, machinery, materials, supplies or goods will be delivered free and clear of any liens, security interests or other encumbrances and shall not be subject to any agreement where any party retains any interest. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS, THE OWNER, ITS REPRESENTATIVES, SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES AND OFFICERS OF OWNER AND THE PROJECT FROM AND AGAINST ALL CLAIMS AND LIENS RELATED TO THE EQUIPMENT, MACHINERY, MATERIALS, SUPPLIES OR GOODS AND ALL**

**ATTRIBUTABLE COST, LOSS, DAMAGE, EXPENSE (INCLUDING ATTORNEYS' FEES) AND LIABILITIES OF ANY OTHER KIND.**

- B. Owner may take all necessary action to pay, settle or defend any claim or lien and deduct all costs, including attorneys' fees and any other damages, from the Contract Price or require reimbursement by Contractor.

**17. Safety/Laws.**

A. Contractor shall be solely responsible for and take all necessary precautions for the safety of its employees and agents and shall comply with safety measures initiated by Contractor when on the Project site. Contractor shall give all notices required by and comply with all applicable laws, codes and requirements of governmental authorities. **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS REPRESENTATIVES, SUCCESSIONS, ASSIGNS, AGENTS, EMPLOYEES AND OFFICERS, FROM AND AGAINST ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES ARISING OUT OR RELATED TO CONTRACTOR'S FAILURE TO COMPLY.**

**18. Insurance.**

A. If Contractor, its officers, employees, representatives, agents or subcontractors are required to enter the Project site, Contractor shall obtain and maintain insurance with the minimum limits of at least \$1M (per occurrence) and \$2M (aggregate), and with the coverages, terms and durations described in this Paragraph. Commercial General Liability shall be written on an occurrence basis and shall include coverage for all operations under this Contract, including contractual liability coverage. Commercial Automobile Liability shall cover all owned, non-owned and hired automobiles. Worker's Compensation shall comply with applicable law. All insurance shall be (1) written through an insurer acceptable to Owner; (2) name Owner and any other person or entity requested by Owner as additional insureds; (3) primary and non-contributory to any insurance available to the additional insureds; (4) provide waivers of subrogation in favor of the additional insureds; and (5) provide that coverage will not be reduced, canceled or not renewed without at least thirty (30) calendar days prior written notice to the additional insureds. Contractor shall furnish certificates of insurance evidencing the required coverage prior to and as a condition of entering the Project site.

**19. INDEMNITY.**

**A. TO THE FULLEST EXTENT PERMITTED BY THE LAWS AND REGULATIONS OF THE STATE OF TEXAS, CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ANY ADDITIONAL INSURED TO BE NAMED BY OWNER, AND THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM**

**AND AGAINST ANY CLAIM, DAMAGE, LOSS, COST, EXPENSE (INCLUDING ATTORNEYS' AND CONSULTANT FEES) AND ANY OTHER LIABILITIES (INCLUDING COURT OR MEDIATION COSTS) ARISING OUT OF OR RELATED TO THE CONTRACT OR THE PERFORMANCE OF WORK UNDER THE CONTRACT OR ANY ACT OR OMISSION OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS. PROVIDING THAT ANY SUCH CLAIM, DAMAGE, LOSS, COST OR EXPENSE:**

- (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR INJURY, WHETHER OR NOT SUCH IS CAUSED IN WHOLE OR IN PART BY THE ACTIONS OR INACTIONS, FAULT OR NEGLIGENCE OF THE OWNER AND ANY ADDITIONAL INSUREDS TO BE NAMED BY OWNER, AND THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES; OR**
- (2) IS ATTRIBUTABLE TO DAMAGE, DESTRUCTION OF LOSS OF TANGIBLE PROPERTY (INCLUDING THE EQUIPMENT, MACHINERY, MATERIALS, SUPPLIES OR GOODS), WHETHER OR NOT SUCH IS CAUSED IN PART CAUSED BY THE PARTIAL (BUT NOT SOLE) NEGLIGENCE OR FAULT OF THE OWNER AND ANY ADDITIONAL INSUREDS TO BE NAMED BY OWNER, AND THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES.**

**B. This indemnity obligation shall not be limited by any limitation on the amount or type of compensation, benefits or damages payable by or for Vendor under any workers compensation or other benefits laws, or by the limits of any insurance of Vendor.**

**C. The indemnification obligations of the Contractor do not extend to indemnify or hold harmless an architect or an engineer for (1) defects in plans, designs or specifications or (2) negligence in professional duties as set forth in Section 130.002 of the Texas Civil Practice and Remedies Code.**

**20. Default.**

A. If Contractor at any time fails to timely and properly deliver required quantities of conforming equipment, machinery, materials, supplies or goods or otherwise fails to perform this Contract as required, Owner may, after issuing a forty-eight (48) hour cure notice, at its sole discretion and election: (1) withhold or offset any payment otherwise due Contractor against any costs or damages incurred or to be incurred by Owner, (2) remedy such default and withhold or offset any payment otherwise due against any resulting cost or damage, and/or (3) terminate this Contract for default, in whole or in part. Owner may also obtain alternate goods or exercise any other remedy under this Contract, under a bond

or at law. For any default, Contractor shall be liable to Owner for any excess cost over any remaining Contract balance and any other cost, damage or delay.

**21. Convenience.**

A. Owner may also cancel all or any part of this Contract for its convenience at any time without cause, effective immediately upon written notice, and Owner's liability is limited to payment for the equipment, machinery, materials, supplies or goods actually delivered to Owner as of the date of cancellation.

**22. Claims/Disputes.**

A. Contractor shall submit a written claim to Owner not later than seven (7) calendar days after any event that Contractor claims entitles it to an adjustment of the Contract Price or delivery dates or other relief, otherwise such claim and right to relief is waived. Claims or disputes between Owner and Contractor, shall at first attempt to be resolved by mediation, conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Contract date.

B. Should the Owner and Contractor be unable to resolve the dispute or claim through mediation, the Parties agree that the exclusive method for resolving this dispute shall be a suit filed in a State Judicial District Court in Howard County, Texas. The parties agree that venue shall be exclusively in Howard County, Texas. The Owner may at its sole election request a jury trial for any litigation arising under this Contract. CONTRACTOR AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL.

C. The Owner shall be entitled to recover its reasonable attorneys' fees and expenses incurred in any legal proceeding, in addition to other relief to which it is entitled, should it prevail.

D. During any dispute, Contractor agrees shall continue performance without waiving any timely made written claims. The Owner shall continue to make payments for undisputed items, unless it is determined that any damages that Owner may have exceed the available Contract balance. In no event will Owner be liable to Contractor for any consequential, special, incidental, exemplary or punitive damages.

**23. Notice.**

A. Any notices under this Contract shall not be valid unless given in writing at the addresses set forth in this Contract.

**END OF SECTION**



**DIVISION 1**  
**GENERAL REQUIREMENTS**

## **01000 – GENERAL REQUIREMENTS**

### **1.01 Description**

As applicable, all sections of this section shall apply to all other Sections of the Technical Specifications. This section provides information, guidance and instructions applicable to all uniforms to be provided.

### **1.02 Agreement Terms**

Contract shall run for 48 Months consecutive months to begin with the date provided in notice to proceed. Prices shall remain in effect throughout the term of the agreement and no increase shall be permitted. The District may elect to continue service after the terms of the agreement on a month-to-month basis until a new contract can be negotiated.

### **1.03 Initial Uniforms**

The Vendor shall supply uniforms consisting of all new garments. All shirts shall initially be long and/or short sleeve (as designated by the employee), with no seasonal exchanges being provided for.

### **1.04 Garment/Mat Replacement**

All uniforms and floor mats will be replaced at 24 months at no cost to the District.

### **1.05 Garment Replacement Value**

Vendor shall submit with this bid a schedule of replacement cost for each uniform by type. The schedule of cost shall be in effect for the full term of the agreement. The replacement value shall decrease by 1/24 for each month that elapses during the term of the agreement until the garment is fully depreciated.

### **1.06 Terminated Employee Uniforms**

The District will inform the Vendor of termination of each employee; weekly charges shall cease on the next full week after Vendor receives notice of termination. The District will return all uniforms to the Vendor. In the event District cannot recover said uniforms the District will pay the replacement value for each uniform not returned.

### **1.07 New Employee Uniforms**

The District will inform the Vendor of each new employee. The Vendor shall begin service to each new employee within 3 weeks of receipt of said notice, with the exception of special size orders. The District will pay the Vendor the initial setup charge listed on the Bid Tabulation Sheet for initially providing uniforms to a new employee. The Vendor shall provide uniforms consisting of all new garments.

### **1.08 Loss or Damage of Uniforms**

In the event a uniform part is lost, stolen or rendered unusable by fire, acid, paint, neglect or otherwise the District will reimburse the Vendor at the replacement cost.

### **1.09 Property of Uniforms and Emblems**

The rental uniform parts and emblems issued to the District employee's will remain the property of the Vendor. No District employee will alter or change any uniform, unless approved by the Vendor. The Vendor will not be liable for any personal items left by employees in the uniform.

### **1.10 Cleaning, Delivery and Replacement Services**

Vendor shall pick up the soiled mats and uniforms, clean and press (uniforms) them, and maintain them in a presentable condition and deliver the said varied types of mats and uniforms to the District locations on a weekly basis. In the event that in the District's opinion any mat or Uniform requires replacement, the Vendor shall do so at no additional charge to the District. District employees are to retain the same uniforms issued throughout the terms of the agreement or until termination of employment or garment replacement. The District acknowledges that employee vacations and sickness do not exclude payment for weekly services.

**POINT OF DESTINATION**

The items specified herein are to be delivered F.O.B. to the following locations

LOCATION	UNIFORM TYPE				FLOOR MATS	Vacant	SHOP Towels Per Week
	Maintenance	Supervisor	Lake Supt.	Operator			
<b>Central Control</b> 401 East 24 <sup>th</sup> Street Big Spring Tx. 79720				5	4ea. 1-3'x10' 3-3'x5'		
<b>Main Office</b> 400 East 24 <sup>th</sup> Street Big Spring Tx. 79720					3ea. 1-3'x8' 2-3'x5'		
<b>Base 5 - Big Spring</b> 1705 SH 350 Big Spring Tx. 79720	13	3				4	300
<b>Big Spring Raw Water Facility</b> 3500 East FM 700 Big Spring Tx. 79720	1	1			3ea. 1-3'x10' 2-3'x5'		50
<b>Base 3 – Thomas</b> 13509 CR. 5 Ira Tx. 79527 At Lake Thomas Dam	4	1	1				150
<b>Base 2 – Martin Co.</b> 2599 E. FM 1212 Stanton, Tx. 79782	2	1					100
<b>Base 13 Spence</b> 1011 Spillway Rd. Robert Lee Tx. 76945 2 mi. W. of Robert Lee	4	1	1				200
<b>Base 24 – Ivie</b> 133 PR 3141 Voss Tx. 76888 At Lake O.H. Ivie	4		1				200
<b>Station 3 – San Angelo</b> 7218 N US 87 San Angelo Tx. 76901	4	2					100
<b>Station 8 – Terminal</b> 1400 S FM 1788 Midland Tx. 79703	3	1					100
<b>Base 21 – Ward Co.</b> 599 N. Yucca Monahans Tx. 79756 IH 20 Bus @TXU Power Plant 5 mi. W. of Monahans Tx.	3	1				1	100
<b>Total Number of Employees</b>	<b>38</b>	<b>11</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>5</b>	<b>1300 Per Week</b>

### **1.11 Invoice**

The vendor shall bill the District on a monthly basis one itemized bill from one billing source.

### **1.12 Bid Samples**

Vendors shall provide the District with a sample of one of each of the following garments for comparison and inspection:

PANTS: Type Maintenance & Operator's

SHIRTS: Type Maintenance, Supervisor, Lake Superintendent and Operator's

Samples will be returned to the Vendor upon award of the bid. Samples shall be representative of the material, construction and quality of the individual types of garments proposed by the Vendor for the bid.

### **1.13 Vendor Point of Contact**

Vendor shall provide one, single, point of contact for billing problems, resolution of service problems and communications for the entire term of the contract. Vendor shall provide written notification to Owner within 30 days of any changes to the point of contact or their contact information.

### **1.14 District/Vendor Security**

Vendor shall provide a list, including a copy of photo I.D. prior to making initial delivery. Throughout the term of the agreement, vendor shall inform District of changes in Vendor delivery personnel. Written notification shall be provided prior to delivery.

## **01100 – PRODUCTS**

### **1.01 General**

The following are the minimum requirements for pants and shirts for each type of uniform to be supplied to the District.

### **1.02 Size**

Vendor is responsible for providing Uniforms to fit at the initial fitting at the beginning of the contract period. Shirt Sizes may vary from Small thru 4 Extra Large, Regular or Long Length. Pants waist may vary 28 thru 35 per inch and 36 thru 50 only in even sizes. Size changes are done on an as needed basis at no additional charge to the District.

### **1.03 Patches**

Patches shall be screened. An alternate bid may be accepted for embroidery patches. However embroidered patches will be accepted only if deemed financially advantageous to the District.

**Front Name Patch:** White background with dark blue border and print. First name only. Rectangular in shape. Upper/Lower case Arial font style

**Front District Patch:** White background dark blue border and District Logo, art work available in digital form. Rectangular in shape.

### **BID ITEM 1 INITIAL SET UP FEE**

Bid Item 1 shall consist of all fees for labels and emblems included in the initial uniform setup listed on the Bid Tabulation Sheet. This bid item shall include all of Contractor's cost related to fitting each employee; obtaining sizes for each employee; obtaining number of short and/or long sleeve shirts for each employee; providing and installing patches, as required, on all uniforms; and any other work or materials required to set up each uniform as specified. The set-up fee is also applicable for new employees added to the Contract. The set-up fee is NOT applicable for replacement uniforms or size changes on existing employees. There shall not be any additional fees for emblems, labels, make-up, or preparation charges. The set-up fee shall NOT apply for the 24 month uniform garment change out.

**BID ITEM 2**  
**MAINTENANCE WORKER UNIFORM**

SHIRT   Color: Light Blue  
Sleeve: All Short, Long or mix as initially requested by each employee.  
Material: 100% Cotton Twill.  
Style: Banded collar pressed and starched with a minimum of 1 pocket.  
Patches: 1 Front Name, 1 Front District

PANTS   Color: Navy  
Cut: Western Jean  
Material: 100% Cotton, 14.75 oz. Denim  
Style: 5 pocket, solid brass zipper, with reinforced seam stitching.

**Additional Information:**

11-Sets Inventory, 5-Changes per week.

**BID ITEM 3**  
**SUPERVISOR UNIFORM**

SHIRT   Color: Postman Blue  
Sleeve: All Short, Long or mix as initially requested by each employee.  
Material: 100% Cotton Twill.  
Style: Banded collar pressed and starched with a minimum of 1 pocket.  
Patches: 1 Front District

PANTS   Color: Navy  
Cut: Western Jean  
Material: 100% Cotton, 14.75 oz. Denim  
Style: 5 pocket, solid brass zipper, with reinforced seam stitching.

**Additional Information:**

11-Sets Inventory, 5-Changes per week.

**BID ITEM 4**  
**LAKE SUPERINTENDENT UNIFORM**

SHIRT Color: Tan  
Sleeve: All Short, Long or mix as initially requested by each employee.  
Material: 100% Cotton Twill.  
Style: Banded collar, pressed and starched with a minimum of 1 pocket.  
Patches: None

PANTS Color: Navy  
Cut: Western Jean  
Material: 100% Cotton, 14.75 oz. Denim  
Style: 5 pocket, solid brass zipper, with reinforced seam stitching.

**Additional Information:**

11-Sets Inventory, 5-Changes per week.

**BID ITEM 5**  
**OPERATOR'S UNIFORMS**

SHIRT Color: Dark Blue  
Sleeve: Long.  
Material: 100% Cotton Twill.  
Style: Topstitched button-down banded collar cut full, back box pleated with 2 minimum of 1 pocket, pressed and starched.  
Patches: none

PANTS Color: Khaki/Tan  
Cut: Khaki Plain Front Work Pant  
Material: 65/35 poly/ Cotton, 7.5 oz. Twill  
Style: Quarter top front pockets and set in back pockets, solid brass zipper, with reinforced seam stitching.

**Additional Information:**

10-Sets Inventory, 5-Changes per week.



**BID ITEM 6  
SHOP TOWELS**

- T 4.1 Color:** Red
- T 4.2 Size:** 18-in x 18-in
- T 4.3 Return rate per week:** 75%
- T 4.4 Allowable loss rate per week:** 25%

**BID ITEM 7  
OFFICE FLOOR MATS**

- FLOOR MATS COLOR:** Drk. Blue/Gray
- SIZE:** 3-ft.x10-ft., 3-ft.x 8-ft. and 3-ft.x 5ft.
- MATERIAL:** Heavy duty nylon pile carpet with rubber or vinyl backing

*End of Technical Specifications  
END OF BID DOCUMENTS*