INSTRUCTIONS TO BIDDERS

- 1. Be sure to read all conditions and verify amounts before submitting bids.
- 2. Guarantees and warranties should be attached as a part of the bid, as they may be a consideration in awarding a contract.
- 3. UNIT PRICES AND EXTENSIONS: If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extensions or by the correct multiple or the unit price.
- 4. QUANTITIES: The quantities appearing in this proposal are estimated as realistically as possible to be our requirements. However, the City of Euless reserves the rights to increase, decrease or delete any item or items to be furnished. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit price established for the item.
- 5. PRICES: The prices quoted in the proposal shall be F.O.B. delivered, specified locations, City of Euless, Texas, and shall be firm for the full contract period.
- 6. PRICE DECLINE: Should there be a decline in the market price of these items during the period of this contract, then the City of Euless shall have benefit of such decline.
- 7. STOCK AND DELIVERY: The successful Bidder shall agree to furnish the materials called for in the specifications within a 30 day delivery period after release, or as otherwise specified in this quotation. If for any reason at any time the materials fall short of the required specifications or if at any time the contractor fails to deliver in the quantities desired by the City within a reasonable length of time from date of such order, the City reserves the right to purchase the materials, or obtain said service from another source. In the event said purchase is made at a price higher than the bid price, the bidder shall be liable to the City for an amount not to exceed the difference between the purchase price and the bid price. Bidder will not be held liable for failure to make delivery because of strikes, acts of God, or any other cause beyond his control; provided an extension of time is obtained from the Purchasing Agent.
- 8. AWARD: The successful bidder shall be determined by the selection of the most desirable quote of prices submitted in the proposal. The City of Euless reserves the right to reject any or all proposals, to waive any informality and to accept the proposal that offers the "best value" to the City of Euless.
- 9. CONTRACT PERIOD: The contract shall be for a predetermined period as specified on the quotation form
- 10. RENEWAL OPTIONS: With a written request from contractor, and using department approval, this contract is subject to consideration for renewal for the same period of time and under the same terms and conditions as awarded or as stated in the bid document.. Written request should be received by purchasing 30 days prior to expiration of existing contract to insure renewal.
- 11. CANCELLATION OF CONTRACT: The City of Euless reserves the right to terminate the contract upon 30 days written notice if the vendor fails to perform in a manner deemed acceptable to the City. If the City chooses to terminate the contract, the second low bidder will be given an opportunity to complete the contract, given a 30-day notice.
- 12. AWARD OF CONTRACT: The City of Euless reserves the right to withhold the award of the contract for a period of (30) thirty days from the date of opening bids, but not before said City's next monthly meeting. No award will be made until after investigations are made as to the responsibilities of the low Bidders. Until final award of the contract, the City of Euless reserves the right to reject any or all Bids, to waive any informality or irregularity. It is the intent of the City of Euless to award a contract to the lowest responsible Bidder or to the bidder who provides goods or services at the best value to the municipality, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- 13. ASSIGNMENT: The successful bidder may not assign his rights and duties under an award without the written consent of the City of Euless City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.