

CITY OF SHAMROCK
INVITATION FOR BIDS
City Hall Generator Project



SUBMISSION DEADLINE:

October 1st, 2026
By 10:00 AM
305 N. Main Street
Shamrock, TX 79079

CONTACT:

Troy Potts
City Manager
(806)256-3281
citymanager@cityofshamrocktx.com

INVITATION FOR BIDS

City of Shamrock

DELIVER TO: City of Shamrock

City Hall
305 N. Main Street,
Shamrock, TX 79079

DEADLINE: October 1st, 2026 by 10:00 A.M. *(No bids will be accepted after deadline.)*

Please quote us prices on the articles on bid sheet. The right is reserved to accept or reject all or any part of your offer. The City of Shamrock shall be using the sealed bid method to determine the award of the bid. By submitting a bid, the undersigned hereby certifies that this bid has been independently arrived at and that price and terms or conditions appearing or applicable hereto have not and will not be disclosed by or on behalf of the bidder to any other bidder or competitor.

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY

1. ALL BIDS MUST BE QUOTED F.O.B. Shamrock. Show unit prices, extensions, and total bid. In case of discrepancy between unit price and the extension, the unit price will be taken.
2. State on face of bid exactly what you are furnishing (City Hall Generator Project).
3. Any catalog or manufacturer's reference in this quotation is descriptive, but not restrictive, and is used only to indicate type and grade, unless otherwise specified.
4. NOTE: The City of Shamrock is exempt from all Federal Excise and State Taxes. DO NOT include tax in your bid price or invoice. The successful bidder may request a tax exemption certificate.
5. The City of Shamrock reserves the right to accept or reject any or all bids or parts of bids and to waive any formalities and technicalities.
6. **THIS INVITATION FOR BIDS MUST BE SIGNED TO BE CONSIDERED AND SUBMITTED ALONG WITH THE ATTACHED AND COMPLETED BID BOND, BID SHEET, AND EXCEPTIONS TO SPECIFICATIONS FORM.**
7. **THIS INVITATION FOR BIDS IS FOR THE CITY OF SHAMROCK CITY HALL GENERATOR PROJECT.**

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms therein stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer.

INVITATION FOR BIDS

City of Shamrock

Name of Business: _____

Business Telephone: _____

By: _____

Signature, Authorized Representative

INSTRUCTIONS TO BIDDERS

City of Shamrock

Project Description

This solicitation is for a Hazard Mitigation Grant Program (HMGP) project funded by the Federal Emergency Management Agency (FEMA) and administered by the Texas Division of Emergency Management (TDEM). The project consists of furnishing and installing a permanent 60 kW, three-phase natural gas generator with an Automatic Transfer Switch at Shamrock City Hall / Emergency Operations Center, 305 N. Main Street, Shamrock, Texas 79079 (approximate coordinates 35.216788, -100.249715). The generator will be installed at the rear of the building on the existing concrete sidewalk. This Invitation for Bids and any resulting award are subject to all applicable federal laws, regulations, and award conditions, including 2 CFR Part 200 and applicable FEMA and TDEM requirements. In the event of a conflict between federal requirements and any other solicitation provision, the applicable federal requirement shall control.

Preparation of Bids

- a. Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing to City of Shamrock with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions given before the award of the bid will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.
- b. Each bidder is to furnish the information requested. Alternate commodities or services, trade-ins, etc. will be considered only if asked for in the invitation.
- c. **EACH BID MUST BE SIGNED TO BE CONSIDERED.** The bidding firm will be responsible for assuring that only authorized persons sign bids. **EACH BID MUST INCLUDE THE COMPLETED BID BOND, BID SHEET, AND EXCEPTIONS TO SPECIFICATIONS FORM.**
- d. Bids submitted on other than the attached bid sheets or with different terms or provisions will not be considered as responsible bids. Bidders are invited to attach any additional information, but we will give first consideration to the information on our bid sheets, in the format we requested.
- e. If an amendment to the Bid Invitation is required it will be necessary to advise all prospective bidders, and it may be necessary to delay the bid opening.

INSTRUCTIONS TO BIDDERS

City of Shamrock

- f. **Bid must be submitted on the attached bid sheets. Bid submitted on any other form will not be considered.**
- g. **The City reserves the right to postpone award of the contract if only one bid is received.**

Information Required

Each bidder shall furnish the information required by the invitation. The bidder shall sign the Bid Form, and when appropriate, Specifications. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished to the City of Shamrock.

- a. The bidder should quote its lowest and best price, F.O.B. destination on each item. Pricing should include packaging and transportation unless otherwise specified. Pricing shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Form. In case of discrepancy between unit price and extended price, the unit price will be presumed to be correct.
- b. Bids must be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.
- c. **Transportation Charges:** If the quoted price does not include transportation charges, such charges must be itemized separately; provided, however, that the City shall have the right to designate what method of transportation shall be used to ship the goods.
- d. **Taxes:** The City does not have to pay Federal Excise, State and local retail sales and/or use taxes. Tax exemption certificates can be provided upon request.
- e. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays. Time of delivery is part of the bid and very important. The required delivery date indicated is at point of destination.
- f. If the bid invitation indicates "approved equal" products are acceptable, the seller may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- g. Bids submitted on other than City forms or with different terms or provisions may not be considered as responsive bids.

INSTRUCTIONS TO BIDDERS

City of Shamrock

Submission of Bids

- a. Bids should be returned in an envelope marked on the outside with the Contractor's name and address. Address to:

Troy Potts
City of Shamrock
305 N. Main Street
Shamrock, TX 79079

CITY HALL GENERATOR PROJECT

Submission Deadline: October 1st, 2026 by 10:00 A.M.

- b. Bids may be delivered in person to the City Hall, 305 N. Main Street, Shamrock, TX 79079.
- c. Bids are to be submitted in sufficient time to be received and time stamped at the above location on or before the published submission deadline date and time shown on the bid invitation. Bids received after the published time and date cannot be considered.

Bonding Requirements

- a. Pursuant to applicable federal requirements, each bid must be accompanied by a bid guarantee equal to five percent (5%) of the bid price. The successful bidder shall furnish a performance bond equal to one hundred percent (100%) of the contract price and a payment bond equal to one hundred percent (100%) of the contract price before contract execution or issuance of the Notice to Proceed.

Modification or Withdrawal of Bids

- a. Bids may be withdrawn or modified by written or email notice received by the City prior to the exact hour of the deadline. A bid may also be withdrawn in person if the identity of the person can be established and a receipt is signed for the bid. No bid can be withdrawn or modified after the exact hour designated for the deadline.

Bid Opening and Award

INSTRUCTIONS TO BIDDERS

City of Shamrock

- a. This procurement is being conducted by sealed bids. Bids will be publicly solicited and received until the date and time stated in the Invitation for Bids. Bids received by the deadline will be publicly read on **October 1st, 2026 at 11 A.M.** The City will award the contract to the responsible bidder that submits the lowest-priced responsive bid. A responsive bid is one that complies with the material terms, conditions, and specifications of this solicitation. In determining whether a bidder is responsible, the City may consider the bidder's ability to perform successfully under the contract, including matters such as integrity, experience, available resources, and record of performance. Any rejection of bids must be supported by a sound documented reason.
- b. Reservations. The City expressly reserves the right to:
 1. Waive minor informalities. A bid that fails to conform to material specifications or other material Invitation for Bids requirements will be rejected as nonresponsive.
 2. Reject any or all bids, or cancel the Invitation for Bids, only for a sound, documented reason.
 3. Reissue a bid invitation if the Invitation for Bids is cancelled or all bids are rejected for a sound, documented reason.
 4. Extend the bid opening time and date by written addendum issued to all prospective bidders.

Acceptance and Contract Execution

Acceptance of the bidder's offer will be by NOTICE OF AWARD. Following Notice of Award, the successful bidder shall enter into a written contract with the City. The resulting contract shall include all applicable provisions required by federal law, regulation, and award conditions, including the applicable contract provisions set forth in Appendix II to 2 CFR Part 200, together with any applicable FEMA and TDEM requirements. By submitting a bid, the bidder acknowledges and agrees that such required federal provisions shall be incorporated into and made part of the final contract and agrees to comply with them.

STANDARD PURCHASE TERMS AND CONDITIONS

City of Shamrock

Seller and City agree as follows:

1. **SELLER TO PACKAGE GOODS** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE & RISK OF LOSS** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES** F.O.B. destination unless delivery terms are specified otherwise in bid. City agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided City shall have the right to designate what method of transportation shall be used to ship the goods.
5. **NO REPLACEMENT OF DEFECTIVE TENDER** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY** The place of delivery shall be that set forth in the block of the purchase order entitled "Delivered to." Any change thereto shall be effected by modification as provided for in Clause 20 hereof entitled "Modifications." The terms of this agreement are "no arrival, no sale."
7. **INVOICES & PAYMENTS**
 - a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Director of Public Works, City of Pampa, P. O. Box 2499, Pampa, Texas 79066-2499. Payment shall not be due until the above instruments are submitted after delivery.
 - b. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by City.
 - c. Do not include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.
8. **GRATUITIES** The City may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller or any agent or representative of the Seller, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **SPECIAL TOOLS & TEST EQUIPMENT** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
10. **WARRANTY-PRICE**
 - a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Seller for breach or Seller's actual expenses.
 - b. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or
11. **WARRANTY-PRODUCT** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY** Seller warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by City will be at Seller's expense.
13. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of this agreement. If City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save City harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that City will pay Seller the reasonable cost of his search as to infringements.
14. **RIGHT OF INSPECTION** City shall have the right to inspect the goods of delivery before accepting them.
15. **CANCELLATION** City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.
16. **TERMINATION** The performance of work under this order may be terminated in whole, or in part by the City in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of City set forth in Clause 15 herein.
17. **FORCE MAJEURE** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
18. **ASSIGNMENT-DELEGATION** No right or interest in this contract shall be assigned or delegation of an obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
19. **WAIVER** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
20. **MODIFICATIONS** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
21. **INTERPRETATION-PAROL EVIDENCE** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
23. **ADVERTISING** Seller shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
24. **RIGHT TO ASSURANCE** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) working days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

BID BOND
City of Shamrock

Any singular reference to Bidder, Surety, Owner, or other party shall considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date: October 1st, 2026 by 10 A.M.

Project (Brief Description Including Location): Shamrock City Hall Generator Project

BOND

Bond Number:

Date (Not later than bid due date):

Penal sum (5% of total) _____
(Figures) (Words)

Surety and Bidder, intending to be legally bound herby, subject to the terms printed on the reserve side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By : _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

BID SHEET
City of Shamrock

City Hall Generator Project

***** BASE BID*****

Quantities and Bidding Sheet

Item Description	Quantity	Unit	Unit Price	Total
60 kW Generator		Each		
400A Automatic Transfer Switch Materials		Each		
Generator Installation Labor		Hour		
Automatic Transfer Switch Installation Labor		Hour		
Equipment Rental		Each		
TOTAL BID PRICE				

Note: The BASE BID price shall include all pricing for the entire scope of work as outline in the BASE BID – SCOPE of WORK section.

Contractor's Representative
(Signed with bid)

Date

City of Shamrock's Representative
(Signed with Notice of Award)

Date

By signing this document, you are hereby assuring the agreement to the quantities and pricing as stated in the above bidding sheet. The contractor shall be responsible for extra quantities and expenses unless previously approved by the City of Shamrock through a written change order.

City of Shamrock

If your bid does not meet all our specifications, you must state so on the spaces provided below
(attached additional sheets if required):

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Signed: _____
I DO meet specifications.

EXCEPTIONS TO SPECIFICATIONS

BASE BID - SCOPE OF WORK

City of Shamrock

City Hall Generator Project

1. General Specifications and Installation:

- 1.1 There will be one (1) generator installed at the City Hall, 305 N. Main St.
- 1.2 The fixed permanent natural gas generator shall be no less than 60kW installed at the City of Shamrock City Hall location shown in Attachment 1.
- 1.3 Installation of generator and connections shall include all applicable materials and labor for connections including but not limited to conduits, 400A Automatic Transfer Switch, and all necessary equipment to make connections at the City Hall.
- 1.4 The generator will be installed on an existing concrete sidewalk at the rear of the building.

2. Responsibilities:

- 2.1 The contractor shall be responsible for verifying the existing conditions at the location for the new fixed generator. See Attachment 1 for map location of the project site.
- 2.2 The contractor shall be responsible for verifying the existing power supply and connections available at the City Hall and shall determine if any modifications for connection of new generator is needed. The contractor shall be responsible for any modifications needed to securely mount and install the new on the concrete sidewalk.
- 2.3 The contractor shall verify the project site's compatibility with the proposed generator.
- 2.4 The contractor shall be responsible for all equipment, materials, and labor for the installation of the generator at the project site.

3. Payment:

- 3.1 The contractor shall receive payment per each line item listed on the Bid Sheet.
- 3.2 Final payment for the generator will be provided after a final walkthrough and verification of the project completion.

ATTACHMENTS

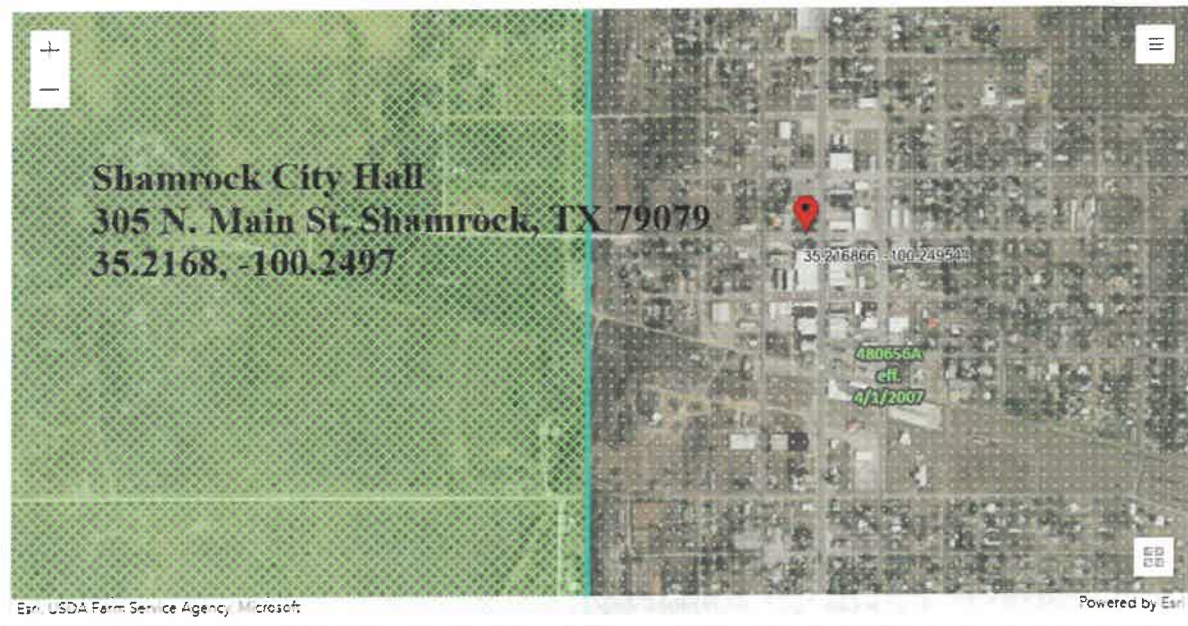
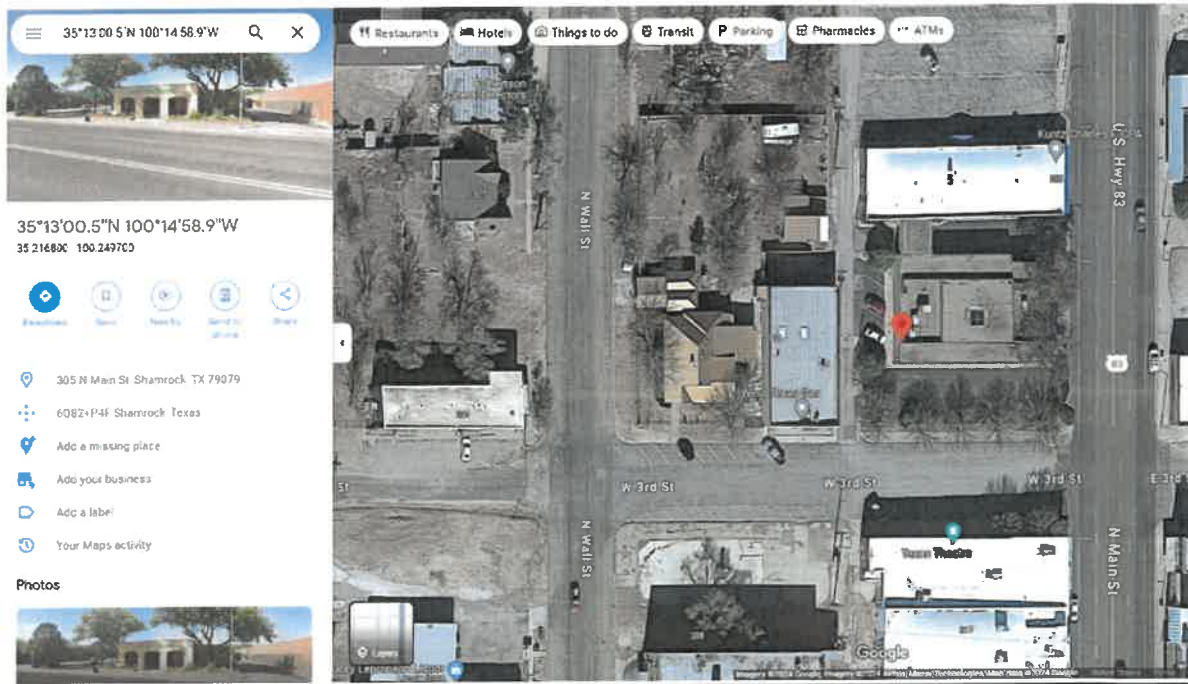
City of Shamrock

Attachment 1: Site Location

Approximate Coordinates:

Lat: 35.216800

Long: -100.249700



ATTACHMENTS
City of Shamrock

Attachment 2: Site Photos

