

INVITATION TO BID

Sealed bids addressed to the City Council of the City of Seguin, Guadalupe County, Texas will be received at the Seguin City Hall, 205 North River, Seguin, Texas 78156, until **2:30 P.M., August 21, 2012 (CDST)**, for the **Purchase of Employee Uniforms**. The bids will be publicly opened and read aloud at the Seguin City Hall at 3:00 p.m. Bids which are received after the date and time set for the bid opening will not be considered.

Bidders shall return their bids to the Office of the City Manager, City of Seguin, 205 N. River, Seguin, Texas 78155, in an envelope no smaller than 8 1/2" x 11" and clearly marked in the lower left hand corner:

SEALED BID

Employee Uniforms

City of Seguin Bid No. 99-2012-43

To be opened at 3:00 p.m., Tuesday, August 21, 2012

Specifications are available on the City's website, or may be obtained from the City of Seguin Purchasing Department by calling (830) 401-2451.

The City of Seguin reserves the right to reject any or all bids and to waive informalities.

DOUGLAS G. FASELER
CITY MANAGER

**CITY
OF
SEGUIN, TEXAS**

BID SPECIFICATION

**Employee Uniforms
Specification No. 47-2012-43
July 27, 2012**



**Prepared by
City of Seguin
Purchasing Department**

TABLE OF CONTENTS

**SECTION I
GENERAL CONDITIONS**

Definition of Terms	1
Submission of Bids	1
Anti-Lobbying Provision	2
Withdrawal of Bids.....	2
General Conditions	2
Description of Goods	3
Preparation of Bid	3
Clarification to Bid Documents	4
Exceptions	4
Addenda	4
Rejection of Bids	4
Award of Contract.....	5
Contract	5
Reservations.....	6
Warranties	6
Protests	7
Shipment & Delivery	8
Payments.....	8
Discounts.....	9
Assignment.....	9
Waiver	9
Force Majeure.....	9
Gratuities.....	9
Termination.....	9
Entirety of Agreement/Amendments.....	10
Severability.....	10
Insurance.....	10
Indemnity	10
Confidentiality.....	10
Conflict of Interest	11
Notices	11

**SECTION II
INSTRUCTIONS TO VENDORS**

Scope and Intent	12
Term of Agreement.....	12
Compliance with Laws	12
Bidder Qualifications.....	12
Preparation of Bid	12

Exceptions 13

**SECTION III
SPECIFICATIONS**

Quantity 14
Sample Garments..... 14
Catalog 14
Regulations and Standards 14
Service Representative 14
Fitting 15
Hemming..... 15
Sizes Available 15
Emblems and Personalization 15
Rejections..... 15
Order & Delivery of Uniform Items..... 15
Specifications 15

SECTION IV

Bidder’s Proposal Form 22
Bidder’s Exception Form 24
Bidder Questionnaire 25
Sample Contract..... 29
Conflict of Interest Questionnaire 36

SECTION I

TERMS AND CONDITIONS OF INVITATION FOR BIDS (IFB)

1. DEFINITION OF TERMS

In this contract:

- A. Bid documents means the entire packet of documents provided to bidders, including the Terms and Conditions, Specifications, Special and Supplementary Conditions, Bid Form and any addendum.
- B. Bidder means a person or firm submitting a bid, proposal, or quote to provide equipment, material, and/or services necessary in the performance of these specifications, and competing for award of a contract.
- C. Bid or Proposal means an offer to perform the requirements specified herein. Furnish or provide means to supply, equip, and deliver the specified equipment, material and/or services to the Purchaser.
- D. City, Purchaser, or Owner shall refer to the City of Seguin, PO Box 591, Seguin, Texas 78156-0591.
- E. Contract means the contract awarded pursuant to this solicitation.
- F. Contractor means the bidder to which a contract award has been made by the City.
- G. Purchase Order means the document issued by the City that creates a legal binding contract between the City and the Contractor and authorizes the Contractor to ship goods pursuant to the contract.

2. SUBMISSION OF BIDS

- A. The Bidder shall provide itemized price quotations and delivery schedules for the specified items/services outlined in this bid. Sealed bids addressed to the City Manager's Office, City of Seguin, 205 N. River St., Seguin, Texas 78155 will be received until 2:30 p.m., Tuesday, August 21, 2012, and be publicly opened and read at 3:00 p.m. Bids which are received after the date and time set for bid opening will not be considered. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked as follows:

SEALED BIDS

Employee Uniforms

City of Seguin Bid Package No. 99-2012-43

To be opened at 3:00 p.m., Tuesday, August 21, 2012

- B. If additional information is necessary to assist the Proposer in interpreting these specifications, written questions will be accepted by Willa Hagemann, Assistant Director of Finance, PO Box 591,

Seguin, Texas 78156; email: whagemann@seguintexas.gov. **Written questions must be received no later than August 13, 2012 at 10:00 a.m. Central Standard Time (CST).**

- C. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected. Facsimile bids will not be accepted.
- D. Bids which are received after the date and time set for the bid opening will not be considered.
- E. Each Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of sixty (60) calendar days from the bid opening date.

3. ANTI-LOBBYING PROVISION

Bidders are prohibited from directly or indirectly communicating with City Council members regarding the Bidder's qualifications or any other matter related to the eventual award of a contract for the services requested under this Invitation for Bids. Bidders are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification of the Bidder from the selection process.

Upon issuance of the Invitation for Bids, all bidder communications and requests for clarification or objections shall be directed in writing to the Assistant Director of Finance for response, determination and dissemination to all bidders. Any communication by bidders or their representatives toward other city officers or employees regarding this Invitation for Bids or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

4. WITHDRAWAL OF BIDS

A Bidder may withdraw a bid only by a written request received the Assistant Director of Finance prior to the time set for bid opening. Bids may not be withdrawn after the time set for bid opening.

5. GENERAL CONDITIONS

Bidders will submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine all drawings, specifications, plans, schedules, instructions, and all other contract documents pertaining to this bid.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials or equipment as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- C. All materials, equipment, supplies which are new, non-standard to the City of Seguin, and/or items which are to be listed as an alternate or exception must be pre-approved PRIOR to placing them on a bid proposal. In order to fairly evaluate all bids, sufficient time requirements for possible field testing or demonstrations should be allowed.
- D. Bidders are advised that City contracts are subject to all legal requirements under Local, State and Federal statutes, ordinances, and regulations. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any

portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

E. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee.

F. The City of Seguin is committed to maintaining fair and open competition as required by local, state, and federal laws and statutes. Every effort is made to maintain the highest level of ethical conduct in every aspect of the procurement process. Sharp business practices or high-pressure tactics will not be tolerated. Qualification and selection of vendors is based on those vendors who share the same high standards of ethical conduct.

6. DESCRIPTION OF GOODS

A. Any catalog or manufacturer's reference in this bid is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Any such references are made a part of these contract documents as if incorporated verbatim herein.

B. The term "Or Equal", if used, is intended to allow substitution of a brand which has all the essential performance, features, reliability, and other salient characteristics as the brand name and model stated in the item description. "Or equal" is intended to establish a level of quality and function and is not to be interpreted as a preference for a particular brand. Other brands meeting these minimum requirements will be accepted. Bid submitted on an "OR EQUAL" item must clearly identify the proposed product, the quantity of the product, model, and type, as applicable.

7. PREPARATION OF BID

Bidders will prepare bids in accordance with the following:

A. Specifications are written to encourage competition. The specifications herein shall be the basis of comparison between bidders. There is no intent to discriminate against any supplier or Vendor but rather, to set a definite standard of performance. Bidders are required to quote services and/or equipment that will meet or exceed the minimum or maximum specifications herein.

B. All information required by the bid documents will be furnished. The bidder will print or type its name, in ink, and manually sign the bid sheet. The bid sheet, with original signatures, must be submitted.

C. The City of Seguin is not liable for any costs incurred with replying to this IFB.

D. All prices shall be quoted as required in the specifications. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and the total price, the unit price will govern.

E. In case of ambiguity or lack of clarity in stating prices in the bid, Purchaser reserves the right to adopt the price written in words or reject the bid. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

F. Alternate bids will not be considered unless expressly authorized by the bid documents.

G. The prices quoted in the bid shall be firm and not subject to escalation except where otherwise clearly indicated by the Bidder. If the prices are subject to escalation, Bidder shall provide the basis for the escalation.

H. Any omission in the specifications of any minor requirement necessary to make each unit complete and functional shall not relieve the Supplier of responsibility to furnish any material or equipment necessary.

I. The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

J. Bidders shall not include federal taxes nor State of Texas limited sales, excise and use taxes in bid prices since the City of Seguin is exempt from payment of such taxes under section 151.309 of the Texas Tax Code.

K. By submitting a bid, each bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision. (See paragraph 11A(11)).

L. By submitting a bid, each bidder certifies that it does not currently owe any money to the City.

M. If a bid bond is required, the submitted bond must be an original submitted in the form required by the City in the Bid Documents.

8. CLARIFICATION TO BID DOCUMENTS

If any bidder is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, they may submit a written request for clarification to the Assistant Director of Finance. **Written questions must be received no later than August 13, 2012 at 10:00 a.m. Central Standard Time (CST).**

9. EXCEPTIONS

If Bidder takes exceptions to any provisions of the specifications, the exceptions must be specifically and clearly identified by section in Bidder's bid, and Bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire bid document.

10. ADDENDA

Any clarification or interpretation of the bid, if made, will be made only by written addendum issued through the Purchasing Department and signed by the City of Seguin Assistant Director of Finance. A copy of such Addendum will be mailed or delivered to each person receiving bids. Addenda to the bid documents may be issued in response to a request for clarification or objection, or for any other reason the City considers advisable. Once issued, an addendum becomes a part of the bid documents. All addenda can be viewed and downloaded at the City's website: www.seguintexas.gov. It is the bidder's responsibility to check this site to determine if the City has issued any addenda. The City will not be responsible for any other explanation or interpretation of the bid made or given prior to the award of the contract.

11. REJECTION OF BIDS

A. The City of Seguin reserves the right to accept or reject any or all bids, and to waive any informalities and technicalities. The City of Seguin shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to, the offered price. Causes for bidder disqualification and rejection of bids may include, but shall not be limited to:

1. Bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Purchaser may make such investigation as is deemed necessary to determine the ability of the Bidder to provide the equipment, material, and/or services as required by this specification and to determine the adequacy of the proposed equipment, material, and/or services. The Bidder shall furnish, upon request, all such data and information requested for this purpose. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.
2. Bidder's current violation of any City ordinance.
3. Bidder's misstatement or concealment of any material fact in the bid.
4. The bid's nonconformance to law or the requirements of the bid.
5. Failure to use the bid/proposal form furnished by the City of Seguin.
6. Failure to properly complete the proposal.
7. Lack of signature by an authorized representative on the proposal form.
8. Alteration of bid form.
9. Evidence of collusion among proposers.
10. Omission of proposal guarantee (if required).
11. In the event that a bidder is, or subsequently becomes, delinquent in the payment of his, her or its City taxes, including state and local sales taxes, or any other City financial obligation, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract.

12. AWARD OF CONTRACT

A. Factors to be considered in the evaluation of the bids are price, quality, reputation and experience of Bidder, past relationship with City, long term cost, safety record, operating history of equipment, conformance to specifications, delivery, and other factors as deemed appropriate by the Purchaser.

B. The contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City, based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract. If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (a) reject all bids or (b) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds. Notwithstanding the foregoing, the City reserves the right to reject any and all bids.

C. The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid.

13. CONTRACT

A. This Invitation for Bid (IFB), combined with the Vendor's response (bid) submitted to and accepted by the City, constitutes a contract between the City of Seguin and the selected vendor at the time the Seguin City Council awards the contract to such vendor.

B. No further documentation is required, although the contracting parties may supplement the contract with further documentation. BY submitting a bid, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in this IFB and to be further bound to the representations and information the vendor provides in his response to this IFB.

C. Acceptance of bidder's offer may be in the form of a "notice of award", a P.O. (purchase order) or a "contract".

14. RESERVATIONS

THE CITY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT OR CANCEL ANY AND ALL BIDS and:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date. Notification will be made by addendum;
- C. Reissue a bid invitation or proposal;
- D. Procure any item by other allowable means;
- E. Increase or decrease the quantity specified, unless the bidder specifies otherwise;
- F. Waive minor deviations from the specifications when a bid meets the intent of the specifications and consider such bid if it is determined the bid's total cost is lower, the purpose for the bid is improved or not impaired, the bid amounts to the best value for the city, and/or the waiver otherwise results in a measurable benefit on behalf of the city;
- G. Consider and accept an alternate bid as provided herein when most advantageous to the City;
- H. Extend any contract when most advantageous to the City;
- I. Award any bid to multiple parties if it is in the best interest of the City;
- J. Purchase off of existing contracts available to the City through "Cooperative Purchasing Agreements" if available.

15. WARRANTIES

A. **WARRANTY FOR PRODUCT:** The Contractor warrants to the City that all goods delivered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, will be of merchantable quality, good workmanship, free from defects, and fit for all purposes specified in this contract. The Contractor 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. The Contractor will provide copies of applicable warranties or guarantees to the Purchasing Manager. The City may return goods not meeting applicable warranties to the Contractor at the Contractor's expense.

B. **WARRANTY FOR PRICE:** The City will pay the price for goods specified by the Contractor's bid.

The Contractor warrants its price to be no higher than the Contractor's current prices or charges on orders by others for products or services of the kind and specification covered by this bid contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices or charges shall be reduced to Contractor's current prices or charges on orders by others, or in the alternative, City may cancel this contract without liability to Contractor without liability to Contractor for breach or Contractor's actual expense.

C. SAFETY WARRANTY: Contractor warrants that the goods sold to the City conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) as amended. In the event the goods do not so conform, the Contractor must correct or replace the goods at the Contractor's expense. If the Contractor fails to do so within a reasonable time, the City, at its discretion, may cause the correction to be made at the Contractor's expense, or may return the goods at the Contractor's expense and terminate this contract.

16. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Assistant Director of Finance is the City's representative in the award and administration of this contract, and will issue and receive all documents, notices, and correspondence.

B. Any protest to the City's consideration of any bid must be submitted in writing and delivered to the City of Seguin, ATTN: Assistant Director of Finance.

C. The protest may be delivered in person to the department offices located at 816 Fred Byrd Drive, Seguin, Texas, or by certified mail, return receipt requested, to the following address: City of Seguin, Purchasing Department, ATTN: Assistant Director of Finance, PO Box 591, Seguin, Texas 78156-0591.

D. The written protest must include the following information before it may be considered by the City:

1. Name, mailing address, and business phone number of the protesting party;
2. Identification of the bid or proposal being protested;
3. A precise and concise statement of the reason/reasons for the protest which should provide enough factual information to enable the City to determine the basis of the protest;
4. Any documentation or other evidence supporting the protest.

E. The Purchasing Department, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the City's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager. If the Purchasing Department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager.

F. A request for the City Manager's review must be in writing and received by the Purchasing Department within three (3) business days from the date the Purchasing Department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing Department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above. If the protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further

review by the City is required. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing Department before review by the City Manager. If the protesting party requests a review by the City Manager, such documentation will be forwarded to the City Manager for consideration. The City Manager may likewise notify the protesting party or any City department to provide additional information.

G. The decision reached by the City Manager will be final, but the protesting party may still appear before the City Council during the hearing of citizens' session.

17. SHIPMENT & DELIVERY

A. Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping location in Seguin, Texas unless otherwise specified in the IFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned.

B. The bidder certifies all materials, parts, and equipment supplied or represented in response to this IFB shall be new and unused unless noted elsewhere in this IFB.

C. The title and risk of loss of the goods will not pass to the City until receipt and acceptance takes place at the FOB point. The City department receiving deliveries or issuing purchase orders under this contract will inspect and accept any and all deliveries made and may reject those items which are damaged or which do not conform to the specifications. The Contractor is responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries at no additional cost.

D. Delivery dates pertaining to this specification must be clearly stated in the bid form where required and include weekends and holidays. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the bid to be disqualified. Proposed delivery time must be specific and such phrases "as required", "as soon as possible", or "prompt" may result in disqualification of the bid. "TIME OF THE ESSENCE FOR DELIVERY" section of specifications shall govern the delivery date(s), if such section is included within the specifications.

E. Vendor must keep the City advised as to the status of the delivery. When delivery delay can be foreseen, the Vendor shall give prior notice to the City.

F. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

18. PAYMENTS

A. Payment of invoices by the City shall be made in full thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order. Bidder shall state his bid in accordance with the standard payment terms and conditions of the City of Seguin of Net 30 days. All bids must be stated in terms of dollars and cents, the bidder's lowest, best, and final price.

B. Invoices submitted or otherwise used pursuant to the bid awarded under this IFB shall be presented to the City in the following form and content:

Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
Only one contract, agreement, or project shall be billed on a particular invoice;
Each invoice must have a billing or invoice number and an Invoice Total.

C. The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

19. DISCOUNTS

Prompt payment discounts will not be considered in determining low bids and making awards.

20. ASSIGNMENT

No right or interest in the contract shall be assigned, nor delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. 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.

22. FORCE MAJEURE

In the event that the performance by either party of any of its obligations under this contract is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

23. GRATUITIES

The City may, by written notice to the Vendor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this paragraph, cancels this contract the City shall be entitled to recover from the Vendor all additional costs incurred by City as a result of the cancellation.

24. TERMINATION

A. DEFAULT: Failure by either party to perform any of its provisions will constitute a default and breach of contract, in which case, the other party may require corrective action within 10 days from the date the defaulting party receives written notice citing the nature of the breach. Failure of the defaulting party to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed 10 days will authorize the other party to terminate this agreement by written notice.

B. CONVENIENCE: The City reserves the right to terminate this contract upon 30 days written notice for any reason deemed by the City Council to serve the public interest. Termination for convenience will not be made when termination is authorized under any other provisions of this contract. In the event of such termination the City will pay the Contractor those costs directly attributable to supplies obtained in compliance with the contract prior to termination. Provided,

however, that no costs will be paid to the Contractor which are recoverable in the normal course of doing business. The City is not liable for loss of any profits anticipated to be made hereunder.

C. FUNDING: The City retains the right to terminate this contract at the expiration of each of the City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

25. ENTIRETY OF AGREEMENT/AMENDMENTS

This represents the entire agreement between the parties relating to the subject matter of this contract. Any prior agreements, promises, negotiations, or representations between the parties are not binding unless included in this contract. All amendments to this contract must be in writing and executed by both parties.

26. SEVERABILITY

In case any one or more of the provisions contained in this contract is held to be invalid or unenforceable in any respect by a court of proper jurisdiction, the invalidity, illegality or unenforceability will not affect any other provision of this contract, and this contract will be construed as if the invalid or unenforceable provision was not contained herein.

27. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

28. INDEMNITY

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

29. CONFIDENTIALITY

The City of Seguin is governed by the Public Information Act ("The Act"), Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under The Act. On each page where proprietary information appears, information considered confidential must be labeled. Failure to so label the proprietary or confidential information shall be considered as a waiver of any confidentiality rights or interests. Disclosure of requested information will be determined in accordance with the Texas Public Information Act. You are not encouraged to submit such data and information unless it is absolutely required to understand and evaluate your response. If such data and information is submitted, you agree that the City shall not be liable for disclosure of such data and information and hereby release the City

from any liability. In the event a request for public information is filed with the City which involves information labeled as confidential, you will be notified by the City of the request so that you will have an opportunity to contact the Attorney General as to why such information should not be released.

30. CONFLICT OF INTEREST

A person or vendor seeking to contract with the City must file a Conflict of Interest Questionnaire (CIQ) if the person has a business relationship with the City, and either: has a business relationship with a city official or a city official's family member; or has given a gift worth more than \$250 to a city official or city official's family member within the previous 12-month period. A vendor required to file a CIQ must do so with the City Secretary within seven business days of: (1) beginning contract discussions with the city; (2) submitting to the City an application, response to a request for proposals or bid; or (3) learning of the existence of the applicable business relationship. Vendors should see Texas Local Government Code Chapter 176 in an effort to determine its applicability. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us.

31. NOTICES

All notices called for or required by this agreement will be addressed to the Assistant Director of Finance, City of Seguin, 205 N. River, Seguin, TX 78155, or such other party or address as either party designates in writing, by certified mail, postage pre-paid, or by hand delivery, and will be effective five days after mailing.

SECTION II
INSTRUCTION TO BIDDERS

1.0 SCOPE AND INTENT

The intent of these specifications and proposal documents is to secure an annual agreement for the **purchase of employee work uniforms**. The items in these categories include pants, shorts, denim jeans, woven work shirts and jackets/coats. It is not guaranteed that the City will purchase items from all of these categories. This IFB does not include any type of footwear or accessories. Employee uniforms will be purchased on an annual basis.

2.0 TERM OF AGREEMENT

The term of the agreement shall be for a period of one year with options to renew annually for up to three (3) additional one-year terms. However, if funds are not appropriated, the City may cancel the agreement 30 calendar days after providing written notification to the Contractor.

3.0 COMPLIANCE WITH LAWS

All bidders involved shall observe and comply with all federal, state and local applicable laws, standards and regulations as they may be applicable to this bidding process.

3.0 BIDDER QUALIFICATIONS

A statement of the qualifications of the bidder must be submitted using the form provided herein. The City may make investigations as necessary to determine the ability of the bidder to perform the Contract Work. The City reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations. Bids will be considered only from qualified bidders.

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin the work promptly and to conduct it as required by these specifications.

7.0 PREPARATION OF BID

7.1 Bidder's Proposal Form must be complete and printed in ink or by typewriter. Bids must give full firm name and address of respondent and be manually signed. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. *Failure to provide complete information or exact quantities requested may result in disqualification of bid.*

7.2 All prices shall be submitted as specified on the Bid Form. **"No Bid"** shall be marked on all items for which bidder does not wish to bid.

7.3 Failure to utilize the Bid Form will result in disqualification. All spaces are to be completed.

7.4 If additional information is necessary to assist the Bidder in interpreting these specifications, written questions will be accepted by Willa Hagemann, Assistant Director of Finance, PO Box 591,

Seguin, Texas 78156; email whagemann@seguintexas.gov. **Written questions must be received no later than August 13, 2012 at 10:00 a.m. Central Standard Time (CST).**

8.0 EXCEPTIONS

If there are any exceptions to, or deviations from, what is prescribed in the specifications, they must be listed on a Bidder's Exception sheet and attached to the bid. If a Bidder's Exception sheet is not attached, it is presumed that your bid meets all specifications.

SECTION III SPECIFICATIONS

1.0 QUANTITY

New uniforms will be purchased for approximately 100 employees. Additionally, throughout the year as vacant positions are filled, new employees will be provided an appropriate number of uniform sets. Vendor shall provide new uniforms; used uniforms shall not be acceptable. Vendor shall provide five (5) sets of uniforms to each employee in all departments except the Water Distribution department. Employees in Water Distribution department shall be provided seven (7) sets of uniforms. A set is described as one shirt, and one pair of pants. Vendor shall also provide one (1) jacket for each employee. Uniforms will be purchased on an annual basis; jackets will be purchased once in a three year period. Quantities are estimated and may vary more or less during the contract period. Actual quantities will be based on the City's needs. It is understood that quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating the bid prices.

2.0 SAMPLE GARMENTS

Blank samples are required as part of this solicitation. Bidders should provide one each of each line item bid in size large, for comparison purposes. Samples should be labeled with Bidder's company name and the item number from the pricing pages. Complete description of item offered including fabric weight, fabric content, construction details, etc. should be provided separately, also clearly labeled with Bidder's company name and the item number from the pricing pages. **Samples must be delivered in a box separate from the Bidder's proposal. Boxes should be clearly marked with vendor's name and address and labeled on the outside as follows:**

**SAMPLE GARMENTS
City of Seguin Bid #99-2012-43
Employee Uniforms
To Be Opened August 21, 2012**

Vendors will be responsible for providing guaranteed return shipping back to their office or arranging for pickup of their sample garments after the bid has been awarded. The Purchasing Department will not be responsible for shipping samples back to vendors. Samples will be discarded thirty days after bid award.

3.0 CATALOG

Catalog(s) with product specifications must be submitted along with the bid package.

4.0 REGULATIONS AND STANDARDS

Uniforms furnished under these specifications shall meet or exceed all applicable Federal and State of Texas regulations for safety and health. All uniforms shall conform in strength, quality, and workmanship to the accepted standards of the industry.

5.0 SERVICE REPRESENTATIVE

All bidders shall provide the name, address, phone number, and email address of the customer service representative who will be assigned to the City's account.

6.0 FITTING

Bidders shall be prepared to provide the required labor force, equipment, and materials necessary to size approximately 100 employees for fit, which shall include all necessary alterations. On-site fittings will be in the City of Seguin Utility Warehouse, 816 Fred Byrd Drive, Seguin, Texas 78155.

7.0 HEMMING

Standard sizes as submitted by the vendor size chart shall be factory hemmed. All oversize lengths shall be cut and hemmed from the next nearest size on size available chart (example: 40 x 29 must use 40 x 30 as the next nearest size).

8.0 SIZES AVAILABLE

Bidder must be able to supply both male and female sizes up to 6XL. If any of the extended size ranges is available by special order only, bidder must note this in their bid. Any charges for extended uniform sizes must be stated in the bid proposal.

9.0 EMBLEMS AND PERSONALIZATION

Each uniform shirt and jacket shall be provided with an employee name and City logo directly embroidered on it and heat sealed. The logo design will be provided to the awarded vendor after award is made. No orders shall be processed until samples of embroidery have been provided to City. Emblems over the left shirt pocket shall include City of Seguin logo and department name. The employee name and title shall be embroidered in white thread in block letters over the right pocket. Placement shall be such that the name is not obscured by items which might be sticking out of the pocket.

10.0 REJECTIONS

Any article which fails to meet specifications as to material, workmanship, or proper fit is subject to rejection. Frequent rejection may be cause for termination of contract. Special attention will be paid to uniform garments in regard to fabric quality, consistency of sizing, neatness and straightness of seams and stitching. Any garment that contains broken, crooked, or loose stitching will not be acceptable. Any item that fails to meet specifications will be returned to the supplier at his expense.

11.0 ORDER & DELIVERY OF UNIFORM ITEMS

Delivery will required within a maximum of 24 calendar days from order date. Orders will be delivered to the City of Seguin Purchasing Department in the Utility Warehouse, 816 Fred Byrd Drive, Seguin, Texas 78155. All items must be on hangers. A separate bundle bearing the employee name must be provided for each employee name listed on the order.

12.0 SPECIFICATIONS

All uniform items shall be made in a professional manner to show no raw edges, loose threads, defective stitching or deformity. Current industry standards should apply to the materials used and the construction method. At a minimum, industrial shirts must be available in khaki, light blue, medium blue, and navy blue colors. Security shirts must be available in white and medium blue. Flame resistant shirts must be available in medium or royal blue, and khaki. Industrial pants, cargo shorts and security cargo pants must be available in navy blue. Colors are to be colorfast and fade resistant.

12.1 Shirts, Industrial - Long and Short Sleeve

- Fabric:** 65% polyester/35% combed cotton; minimum 4.25 oz. per sq. yd. fabric; washable; permanent press having soil release with wicking action.
- Collar:** Two piece lined collar with stays.
- Cuffs:** Long Sleeve - one piece lined cuff with pleat and button.
- Hem:** Bottom hem - Fish tail shaped bottom with ¼ inch double turned lockstitch hem. Shirt sleeve hem (short sleeve shirt) – ¾ inch double turned chain stitch.
- Pockets:** Two button-through breast pockets with angled bar tacks; finished width 5 inch wide and 5 ½ inch deep; metered corners; bar tacked pencil compartment in left pocket; top edge of pockets pinked and turned down 1 ¼ inch, or hemmed.
- Closures:** Minimum six (6) buttons with four (4) holes each and vertical buttonholes. Button at neck is preferred rather than gripper. Cuffs and pockets one (1) each four-hole button.
- Mainseams:** Shoulder, sleeve and side seams sewn with 3/8 inch gauge safety stitch with over edge stitching. All seams sewn with polyester thread.

12.2 Shirts, Industrial - Long and Short Sleeve

- Fabric:** 100% wrinkle resistant combed cotton; minimum 6.0 oz. per sq. yd. fabric; soil release finish; preshrunk; washable.
- Collar:** Two piece lined collar with stays.

- Cuffs:** Long Sleeve - one piece lined cuff with pleat and button.
- Hem:** Bottom hem - Fish tail shaped bottom with ¼ inch double turned lockstitch hem. Shirt sleeve hem (short sleeve shirt) – ¾ inch double turned chain stitch.
- Pockets:** Two button-through breast pockets with angled bar tacks; finished width 5 inch wide and 5 ½ inch deep; metered corners; bar tacked pencil compartment in left pocket; top edge of pockets pinked and turned down 1 ¼ inch, or hemmed.
- Closures:** Minimum six (6) buttons with four (4) holes each and vertical buttonholes. Button at neck is preferred rather than gripper. Cuffs and pockets one (1) each four-hole button.
- Mainseams:** Shoulder, sleeve and side seams sewn with 3/8 inch gauge safety stitch with over edge stitching. All seams sewn with polyester thread.

12.3 Button Down Uniform Shirt, Long Sleeve

- Style:** Button down
Placket front; vertical buttonholes
Lined and topstitched collar and cuffs
Lined collarband
Tailored sleeve placket
Two pleats at button end of cuff
Two breast pockets with button-through flaps
Concealed shoulder seams
Left front has 1 3/8 inch wide center front placket
Separate topstitched yoke
- Fabric:** Body fabric:
100% cotton, minimum 6 oz.
- Collar:** Two piece banded collar
Collar and band are lined
Collar is topstitched ¼ inch margin
- Pockets:** Finished 5 ½ inch x 5 ½ inch with mitered corners
Pocket corners backstitched
Hex flaps on both pockets, pencil stall in left flap
- Sleeves:** One piece sleeve; topstitched at armhole ¼ inch margin

- Cuffs:** Two piece lined cuff with rounded outer edge
Topstitched ¼ inch along outside edge
Single button/buttonhole closure
Double pleats at buttonhole end of cuff
Tailored sleeve placket with 'doghouse' topstitching 1/16 inch margin
- Front:** Left front has 1 3/8 inch wide center front placket with ¼ inch topstitching
Right front has stitched down hem
Vertical buttonholes down center of front placket
- Back:** Cut off double yoke attached to back with concealed stitching
Topstitched shoulder yoke seam 1/16 inch margin
- Hem:** ¼ inch double turned lockstitch hem
- Closures:** Front - seven four-hole polyester buttons
Cuffs - one each four hole button
Pockets - one each four-hole button
- Mainseams:** Sleeve and sideseams sewn with ¼ inch gauge safety stitch with overedge stitching.

12.4 Pants, Industrial

- Fabric:** 65% polyester/35% combed cotton; minimum 7.75 oz. per sq. yd. twill; permanent press finish.
- Style:** Ease/relaxed fit fit; 3-inch total outlet at waist band; two piece band joined at outlet; quarter top front pockets with separate facings; hip pocket welts set in. Belt loops attached by bar tacking through from outside at top and bottom of each loop; darts above hip pockets.
- Closures:** Heavy duty brass ratcheting zipper; button closure.
- Pockets:** Two slack style front pockets, two set in hip pockets; button closure on left hip pocket; bartacks at pocket openings front and back; front pockets 6 3/8 inch width, 12 inch depth, 6 ½ inch opening; back pockets 6 1'2 inch width, 6 inch depth, 5 3/8 inch opening.
- Waistband:** Inner lined for body and shape; RoKap® construction; synthetic blend trim.

- Mainseams:** Inseams and side seams sewn with ¼ inch gauge safety stitch; Seat and crotch seam sewn with tandem needle chain stitch; bottom hems double turned, blind stitched 1 ½ inch wide.
- Bartacks:** Bartacks at corners of hip pocket openings, on front pocket openings, inside front pocket at side seam, crotch at base of fly, fly together, outlet, top, and bottom of belt loops.
- Fly:** Right fly lined with pocketing fabric extending into crotch; right and left fly bartacked together through outside above bottom of zipper.
- Hem:** Double turn blind stitch hem 1 ½ inch wide.

12.5 **Pants, Denim Jeans**

WRANGLER® brand; relaxed fit; five pocket styling; fabric 100% cotton denim; pre-shrunk; minimum weight 14.0 oz.; men’s and women’s sizes.

12.6 **Pants, Denim Jeans**

Vendor specified brand; relaxed fit; five pocket styling; fabric 100% cotton denim; pre-shrunk; minimum weight 11.5 oz.; men’s and women’s sizes.

12.7 **Shorts, Cargo**

- Fabric:** 65% polyester/35% combed cotton; minimum 7.25 oz. per sq. yd. twill; permanent press finish; men’s and women’s sizes.
- Style:** 10 ½ inch inseam.
- Closures:** Heavy duty brass ratcheting zipper; button closure.
- Pockets:** Two slack style front pockets, two set in hip pockets; button closure on left hip pocket; side bellows pockets with button down flap; bartacks at pocket openings front and back; front pockets 6 3/8 inch width, 12 inch depth, 6 ½ inch opening; back pockets 6 1’2 inch width, 6 inch depth, 5 3/8 inch opening; cargo pockets 8 inch width 7 ½ inch depth.
- Waistband:** Inner lined for body and shape; continuous one piece folder set waistband.

Mainseams: Inseams and side seams sewn with ¼ inch gauge safety stitch; Seat and crotch seam sewn with tandem needle chain stitch; bottom hems double turned, blind stitched 1 inch wide.

Hem: 1 inch lockstitch, double turn hem.

12.8 Work Shirt, High Visibility Long Sleeve

Fabric: Fluorescent yellow; 5.0 oz. high visibility 100% polyester; stain resistant; moisture control.

Pockets: Two button-through front pockets.

Closures: Minimum six (6) buttons with four (4) holes each and vertical buttonholes. Button at neck is preferred rather than gripper. Cuffs and pockets one (1) each four hole button.

Visibility: 360 degree visibility with front/back two inch reflective stripes that cross front shoulder and down the back; horizontal stripe above waist. **ANSI 107-2004 and ANSI 107-2010 Class 2 compliant.**

12.9 Security shirt, long and short sleeved

Fabric: 65% polyester/35% combed cotton; minimum 4.25 oz. per sq. yd.; washable; permanent press having soil release with wicking action.

Style: Stitched down military creases (two in front, three in back). Tailored sleeve placket.

Collar: Two piece lined collar with sewn-in stays.

Cuffs: Long sleeve: one piece lined cuff with pleat and button.

Hem: Bottom hem - Fish tail shaped bottom with ¼ inch double turned lockstitch hem. Short sleeve shirt sleeve hem: ¾ inch double turned chain stitch.

Pockets: Pleated pockets with hook and loop closure and stitched-down military creases.

Closures: Two-piece, lined, banded, topstitched; minimum seven buttons with four holes each and vertical buttonholes. Cuffs and pockets one each four-hole button.

Mainseams: Shoulder, sleeve and side seams sewn with 3/8 inch gauge safety stitch with over edge stitching. All seams sewn with polyester thread.

12.10 Industrial Cargo Pant (Security Style)

Relaxed fit.

Twill fabric, 65% polyester/35% combed cotton; minimum 7.75 oz. per sq. yd.; permanent press finish.

Heavy duty brass ratcheting zipper; button closure.

Wide belt loops; metal tack button.

Crotch gusset.

Large cargo pocket on each leg, with stitched down flaps. Extra pocket on outside left cargo pocket and inside right cargo pocket. Slack style reinforced front pockets. Set-in hip pockets.

12.11 Jacket, waist length

Brown, 100% cotton duck fabric, minimum 12 oz. per sq. yd.; quilted nylon polyester lining; two (2) outside front hand pockets; heavy duty brass front zipper.

12.12 Coat, chore/car coat length

Brown, 100% cotton duck fabric, minimum 12 oz. per sq. yd.; quilted nylon polyester lining; two (2) outside front hand pockets; heavy duty brass front zipper;

12.13 Jacket, High Visibility

High visibility lime, bomber style, water-proof and seam sealed shell, thermal insulation, removable hidden collar hood, two outside slash pockets, 2" silver reflective tape. ANSI/ISEA 107 Class 2 or 3 compliant.

SECTION IV
BIDDERS PROPOSAL FORM
Page 1 of 2
CITY OF SEGUIN BID #99-2012-43
EMPLOYEE UNIFORMS

Bidder agrees to provide the apparatus/materials as described in the specifications, for the following prices:

ITEM #	DESCRIPTION	FABRIC WEIGHT	BRAND	ITEM #	UNIT PRICE
1	Shirt, Industrial Long and Short Sleeve 65/35 polyester/cotton as per specifications				
2	Shirt, Industrial Long and Short Sleeve 100% cotton as per specifications				
3	Button down uniform shirt Long Sleeve 100% cotton as per specifications				
4	Pant, Industrial 65/35 polyester/cotton as per specifications				
5	Pant, denim jeans WRANGLER® brand as per specifications				
6	Pant, denim jeans Vendor specified brand as per specifications				
7	Shorts, Cargo 65/35 polyester/cotton as per specifications				
8	Work Shirt, High Visibility Long Sleeve as per specifications				
9	Security Shirt Long and Short Sleeve 65/35 polyester/cotton as per specifications				
10	Industrial Cargo Pant (Security Style) 65/35 polyester/cotton as per specifications				

**SECTION IV
 BIDDERS PROPOSAL FORM
 Page 2 of 2
 EMPLOYEE UNIFORMS
 99-2012-43**

11	Jacket, waist length 100% cotton duck as per specifications				
12	Jacket, chore/car coat length 100 % cotton duck as per specifications				
13	Jacket, High Visibility as per specifications				
14	Customization: Embroider City logo and department on left chest as per specifications	NA	NA	NA	
15	Customization: Embroider employee name and title on right chest as per specifications	NA	NA	NA	

Having carefully examined the Specifications, the undersigned bidder declares that the only person or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the Bidder agrees that Bidder will provide all apparatus and materials called for in the Specifications in the manner prescribed therein. The City reserves the right to accept or reject, in part or in whole, any proposals submitted and to waive any technicalities for the best interest of the City.

 Company Name

 Address

 City, State, Zip Code

 Title

 Phone No.

 Fax No.

 Date

Email Address: _____

GENERAL INFORMATION AND BIDDER QUESTIONNAIRE

The City reserves the right to reject any bid unless evidence substantiates that the bidder is properly qualified to carry out contractual obligations.

1. Contact Information: List the one person the City may contact concerning your bid:

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Fax No: _____
Email: _____

2. Where is Bidder's corporate headquarters located? _____

3. Does the Bidder have an office located in the San Antonio/Austin, Texas area? _____

4. Customer Service Representative: Provide name, address, phone number, and email address of the customer service representative who will be assigned to the City's account.

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Fax No: _____
Email: _____

5. Please provide three current client references and three former client references for which you provided the same services you are proposing. Please include at least one municipality in current and former client references (if possible). The contact person named should be familiar with day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided by the Respondent.

Current Client References:

Reference #1:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

Reference #2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

Reference #3:

Firm/Company
Name _____

Contact Name: _____ Title _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

Former Client References:

Reference #1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

Reference #2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

Reference #3:

Firm/Company Name:

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

Date, term of contract and contract amount _____

SAMPLE CONTRACT

This Contract by and between the **City of Seguin**, a Texas home-rule municipal corporation (the "City") and _____ (the "Contractor"), for the following: purchase of employee uniforms, a service provided by Contractor as an independent contractor.

1. The Contractor shall provide all the materials and services in consideration of the compensation described in the Bidders Proposal Form attached hereto as Exhibit "A" and incorporated by reference.

2. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

3. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as described above. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

4. Insurance and Indemnity

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list Seguin, its employees, and officials as additional named insureds.. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit "B."

4.02 It is further agreed that the Contractor (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

5. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said

claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

6. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

7. Workers' Compensation Insurance

7.01 Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, the Contractor, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

7.02. The worker's compensation insurance shall include the following terms:

(a) Employer's Liability limits of \$100,000.00 for each accident are required.

(b) Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

(c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

7.03 Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, the bid specifications, this Contract, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the

Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify

coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor

does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

7.04. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and attached hereto as Exhibit “B”.

8. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

9. At any time, the City may terminate the work for convenience, in writing. At such time, the City shall notify Contractor, in writing, which shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

10. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

11. This Contract may only be amended by written instrument approved and executed by the parties.

12. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

13. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.

14. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Guadalupe County, Texas.

15. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

16. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or

oral. This Contract may only be amended by written instrument approved and executed by the parties.

20. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

NAME OF CONTRACTOR

By: _____

Date

Printed Name: _____

Title: _____

CITY OF SEGUIN

By: _____

City Manager

Date

Printed Name: _____

Exhibit “A”

Bidders Proposal Form

Exhibit “B”

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date