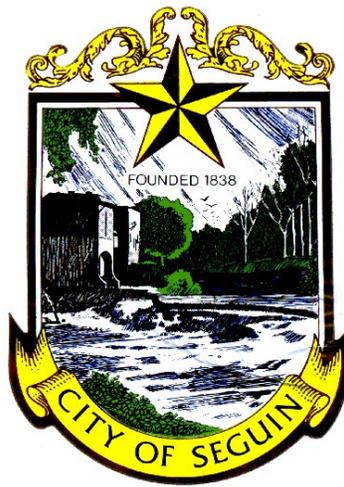


CITY OF SEGUIN
205 N. RIVER
SEGUIN, TEXAS 78155



BID SPECIFICATION

for

Annual Contract for the Purchase of Fire Department Personnel Uniforms

Specification No. Ai-2016-11

November 5, 2015



CITY OF SEGUIN

Purchasing Department
816 Fred Byrd Drive, Seguin, TX 78155
Phone: (830) 401-2451 Fax: (830) 401-2414

Invitation for Bids

Bid No: Ai-2016-11
RFP Title: Annual Contract for the Purchase of Fire Department Personnel Uniforms
Bids Due: Thursday, November 5, 2015 by 10:00 a.m. Central Time

The City of Seguin is soliciting bids for an annual contract for the purchase of Fire Department Personnel Uniforms in accordance with the specifications contained herein. Bids will be received by the City of Seguin until the date and time indicated above.

Bids may be faxed to City of Seguin, ATTN: Allison Geisinger, (FAX) 830-401-2414; emailed to ageisinger@seguintexas.gov; or mailed to City of Seguin, ATTN: Allison Geisinger, 816 Fred Byrd Drive, Seguin, TX 78155. If mailed, bids must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Bids which are received after the specified time and date will not be considered.

Bid documents are available on the City of Seguin website www.seguintexas.gov, or by request made to the City of Seguin Purchasing Department.

Respondents are encouraged to read the entire document prior to submitting a response. Any clarification or interpretation of the specifications, if made, will be made only by written addendum issued by the City of Seguin Purchasing Department. Once issued, an addendum becomes a part of the bid documents. The City will not be responsible for any verbal explanation or interpretation of the bid made or given prior to the award of the contract.

For questions regarding this RFQ, contact: **Allison Geisinger**
Buyer
(830) 401-2407
ageisinger@seguintexas.gov

GENERAL SPECIFICATIONS
PURCHASE OF FIRE DEPARTMENT PERSONNEL UNIFORMS

1.0 SCOPE AND INTENT

The intent of these specifications and proposal documents are to secure an annual agreement for the **purchase of Fire Department personnel uniforms** as specified herein. Uniforms will be purchased on an as-needed basis. Quantities are not guaranteed. City reserves the right to decrease or increase the actual quantity of the purchase.

2.0 TERM OF AGREEMENT

The term of the agreement shall be for a period of one (1) year with options to renew annually for up to two (2) 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. At the time of contract renewal, the City shall consider an increase in the contract price by the greater of 3% or the percentage increase in the U.S. Dept. of Labor Bureau of Labor Statistics' Consumer Price Index for all Urban Consumers (CPI-U). The adjustment will be based on all goods seasonally unadjusted, South – Size D (under 50,000) Statistical Area for the previous year from January 1st to December 31st as published at <http://www.bls.gov/data/>

3.0 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.

4.0 SUBMISSION OF BIDS

Bids may be faxed to City of Seguin, ATTN: Allison Geisinger, (FAX) 830-401-2414; emailed to ageisinger@seguintexas.gov; or mailed to City of Seguin, ATTN: Allison Geisinger, 816 Fred Byrd Drive, Seguin, TX 78155. If mailed, bids must be submitted with the bid number and the respondent's name and address clearly indicated on the front of the envelope. Bids which are received after the specified time and date will not be considered.

If additional information is necessary to assist the Bidder in interpreting these specifications, written questions will be accepted by Allison Geisinger, Buyer at ageisinger@seguintexas.gov.

**TECHNICAL SPECIFICATIONS
PURCHASE OF FIRE DEPARTMENT PERSONNEL UNIFORMS**

1.0 QUANTITY

New uniforms will be purchased for approximately 50-65 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. A set is described as one shirt and one pair of pants. Vendor shall also provide one (1) jacket and (1) inner liner for each employee. Uniforms and jackets will be purchased on an annual basis. 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 CATALOG

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

3.0 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.

4.0 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.

5.0 SEWING

Bidders shall be prepared to provide the required labor force, equipment, and materials to sew on all types of insignia to uniforms.

6.0 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). Un-hemmed garments will also be purchased for stock.

7.0 SIZES AVAILABLE

Bidder must be able to supply sizes up to 2XL in short and long sleeve shirts, regular and long lengths in pants up to size 2XL, and belts up to size 50. If any of the extended size ranges are available by special order only, bidder must note this in their bid. Any charges for extended sizes must be stated in the bid.

8.0 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.

9.0 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.

10.0 ORDER & DELIVERY OF UNIFORM ITEMS

Delivery will be required within a maximum of 24 calendar days from order date. Initial order for jackets will be required within a maximum of 60 calendar days from order date. Orders will be delivered to the City of Seguin Fire Department, Station 1, 110 Elm St., Seguin, Texas 78155. A separate bundle bearing the employee name must be provided for each employee name listed on the order.

11.0 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. Colors are to be colorfast and fade resistant.

12.0 Items listed below are brand and style specific. NO SUBSTITUTIONS will be considered.

13.0 UNIFORMS:

Blauer 4630X Job Shirt

Left Chest Embroidered with Dept Logo

Right Chest Patch 3 Lines – Name, Rank, & EMT Cert

Blauer 4650 Inner Liner (Navy)

Left Chest Embroidered with Dept Logo

Right Chest Patch 3 Lines – Name, Rank, & EMT Cert

Blauer 4670 Inner Liner (Red & Navy)

Left Chest Embroidered with Dept Logo

Right Chest Patch 3 Lines – Name, Rank, & EMT Cert

Blauer 9840 Jacket (Red & Navy)

Left Chest Embroidered with Dept Logo

Right Chest Patch 3 Lines – Name, Rank, & EMT Cert

Back Silk Screen Reflective Letters Arch

Seguin

Fire

Workrite 730 NX45 NB S/S Shirt

Regular

Tall with 2" Extension

Workrite 735 NX45 NB L/S Shirt
Regular
Tall with 2" Extension

Workrite 402 NX75 NB Pants

Workrite 400 NX75 NB Pants

DEPARTMENT BELT:

Dutyman 1 ½" Black Leather

DEPARTMENT SHIRT INSIGNIA:

Department Patch
EMT Certification Patch
Rank Tape
Name Tape
Sew-on Collar Brass Patch

CLASS A UNIFORMS:

Newport Harbor Coat – Navy Double Breasted F.D. Buttons
With Epaulettes
Without Epaulettes

Newport Harbor Pants – Navy

Elbeco P878 L/S Light Blue Shirt
Department Patch Both Shoulders

Midway - Bell Crown Cap
114 Bell Crown Navy
113 Bell Crown White Vinyl Top
Black Plastic Strap
AWL – 40 Wire Lace Strap
GML – 40 Gold Wire Lace Strap
Nickel FD Buttons
Gold FD Buttons

Black Oxford Shoes – Lawpro

**Navy Clip-on Tie
Navy Regular Tie**

**Silver Sew-on Maltese Crosses
Gold Sew-on Maltese Crosses**

DEPARTMENT NAME BAR, COLLAR BRASS & BADGE:

Premier Emblem – Silver F.D.

Blackinton

J50 Gold 1 Bugle

J51 Gold 2 Bugle

J53 Gold 3 Bugle

J54 Gold 4 Bugle

J55 Gold 5 Bugle

J1 Polished Silver Name Bar Clutch Back

J1 Polished Gold Name Bar Clutch Back

J2 Polished Silver Name Bar Clutch Back

J2 Polished Gold Name Bar Clutch Back

J6 Silver Serving Since

J6 Gold Serving Since

B-1695 Gold Name Bar

B-495 RHO-GLO Custom FD Seal

B-495 HI-GLO

B-3016 Gold Red Texas Seal

**BIDDERS BID FORM
CITY OF SEGUIN BID #Ai-2016-11
FIRE DEPARTMENT PERSONNEL UNIFORMS**

Bidder agrees to provide contract items as described in the specifications, with no substitutions, for the following prices:

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT PRICE	EXTENDED PRICE	DAYS
1	Blauer 4630X Job Shirt	25			
2	Blauer 4650 Inner Liner (Navy)	50			
3	Blauer 4670 Inner Liner (Red/Navy)	50			
4	Blauer 9840 Jacket (Red/Navy)	50			
5	Workrite 730 NX45 NB S/S Shirt	30			
6	Workrite 735 NX45 NB L/S Shirt	30			
7	Workrite 402 NX75 NB Pants	30			
8	Workrite 400 NX75 NB Pants	30			
9	Dutyman 1 ½" Black Leather Belt	20			
10	Department Patch	30			
11	EMT Certification Patch	30			
12	Rank Tape	30			

13	Name Tape	30			
14	Sew-on Collar Brass Patch	30			
15	Newport Harbor Coat – Navy Double Breasted F.D. Buttons	15			
16	Epaulettes	5			
17	Newport Harbor Pants – Navy	10			
18	Elbeco P878 L/S Light Blue Shirt	10			
19	Department Patch Both Shoulders	100			
20	Midway 114 Bell Crown Navy	10			
21	Midway 113 Bell Crown White Vinyl Top	5			
22	Black Plastic Strap	20			
23	AWL – 40 Wire Lace Strap	10			
24	GML – 40 Gold Wire Lace Strap	10			
25	Nickel F.D. Buttons	20			
26	Gold F.D. Buttons	20			
27	Black Oxford Shoes – Lawpro	5			

28	Navy Clip-on Tie	15			
29	Navy Regular Tie	5			
30	Silver Sew-on Maltese Crosses	40			
31	Gold Sew-on Maltese Crosses	40			
32	Premier Emblem – Silver F.D.	10			
33	Blackinton J50 Gold 1 Bugle	15			
34	Blackinton J51 Gold 2 Bugle	15			
35	Blackinton J53 Gold 3 Bugle	15			
36	Blackinton J54 Gold 4 Bugle	15			
37	Blackinton J55 Gold 5 Bugle	15			
38	J1 Polished Silver Name Bar Clutch Back	15			
39	J1 Polished Gold Name Bar Clutch Back	10			
40	J2 Polished Silver Name Bar Clutch Back	5			
41	J2 Polished Gold Name Bar Clutch Back	5			
42	J6 Silver Serving Since	15			

43	J6 Gold Serving Since	10			
44	B-1695 Gold Name Bar	5			
45	B-495 RHO-GLO Custom F.D. Seal	5			
46	B-495 HI-GLO	5			
47	B-3016 Gold Red Texas Seal	5			

TOTAL BID PRICE:	\$
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Receipt is hereby acknowledged of the following Addenda to the Specifications:

ADDENDUM NO. 1 DATED _____	ADDENDUM NO. 4 DATED _____
ADDENDUM NO. 2 DATED _____	ADDENDUM NO. 5 DATED _____
ADDENDUM NO. 3 DATED _____	ADDENDUM NO. 6 DATED _____

The Undersigned affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid as to prices, terms, or conditions of said bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name

Authorized Signature

Address

Printed Name

City, State, Zip Code

Title

Phone No.

Fax No.

Date

Email Address: _____

BID FORM
Bid #Ai-2016-11

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____ (title)

Of the corporation named as Bidder herein; that _____ who signed

this bid on behalf of the Bidder, was then _____ (title) of said corporation;
that said bid was duly signed for and on behalf of said corporation by authority of its governing body
and is within the scope of its corporate powers.

Signature of Officer: _____

Type or Print Name: _____

Title of Officer: _____

BID FORM
Bid #Ai-2016-11

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____ (title)

Of the corporation named as Bidder herein; that _____ who signed

this bid on behalf of the Bidder, was then _____ (title) of said corporation;
that said bid was duly signed for and on behalf of said corporation by authority of its governing
body and is within the scope of its corporate powers.

Signature of Officer: _____

Type or Print Name: _____

Title of Officer: _____

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

GENERAL CONDITIONS OF BIDDING

These general conditions apply to any procurement of products or services by the City of Seguin. Failure to comply with these General Conditions of Bidding may result in the bid being disqualified.

1. DEFINITION OF TERMS

- A. "Bid documents" mean the entire packet of documents provided to bidders, including, but not limited to the General Conditions of Bidding, General and/or Technical Specifications, Special and Supplementary Conditions, Information to Bidders, Bid Form(s) 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 or provide 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" or "Vendor" 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. All bids must be on blank forms furnished by the Purchasing Department and must be written in ink or typed. Pencil quotations will not be considered. Proposals must be submitted on the forms or in the format called for in specifications. Each must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **Formal** sealed bids and proposals must be in the office of the City Manager, 205 N. River St., Seguin, Texas 78155 by 2:30 PM, local time, on the day bids are due, unless otherwise specified, packaged in a sealed envelope (8 1/2" x 11" minimum) clearly marked with the bid or project name, bid number, and date/time of opening. An early postmark will not suffice. Bids and proposals will be publicly opened and read at 3:00 p.m. followed by evaluation and award at a later date. **Formal bids and proposals may NOT be faxed or submitted via e-mail.**
- C. Informal bids are due at the date, time, and place stated in the bid document. **Informal bids may be faxed.**
- D. 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. The prices quoted in the bid shall not be subject to

escalation except where otherwise clearly indicated by the Bidder or by the City in bid documents. The basis for the escalation shall be clearly indicated in either case.

E. 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.

F. 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 show and the total price shown, the unit price will govern.

G. No change in price will be considered after bids have been opened. The City reserves the right to negotiate prices as submitted by proposal as allowed by state statute.

H. 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.

I. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.

J. The City reserves the right to extend the bid closing time and date. Notification will be made by addendum.

K. The City reserves the right to increase or decrease the quantity specified, unless the bidder specified otherwise.

3. WITHDRAWAL OF BIDS

A. A Bidder may withdraw a bid before Council acceptance of the bid without prejudice to himself by a written request addressed to the Purchasing Manager.

B. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, the bidder will not be bound by the bid.

C. When the mistake was a result of a bidder's negligence, and City has no knowledge of the mistake when bids were opened, and awarded a contract based on the bid, bidder will not be released and shall be bound by the bid.

D. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.

4. GENERAL CONDITIONS

Bidders will submit their bids or proposals 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. 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 Purchasing Manager. A request for clarification should be submitted by the deadline, if any, indicated in the specifications.

D. 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.

E. 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.

F. 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.

G. 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.

5. 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.

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

6. 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. 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.

C. 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.

D. 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.

E. 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)).

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

G. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed.

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

7. BID DEPOSIT

No bid deposit will be expected of bidder UNLESS specifications expressly provide otherwise. If a bid bond is required, the submitted bond may be in the form of a cashier's check, cash, a certified check made payable to the City of Seguin or an original bond submitted in the form required by the City in the Bid Documents. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder. Should a bid deposit be presented in a form not acceptable to the City, the bid will not be considered.

8. 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.

9. 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 Purchasing Manager. 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.

10. 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. Bid or proposal's nonconformance to law or the requirements of the bid specifications.
5. Failure to use or properly complete the bid/proposal form furnished by the City of Seguin.
6. Lack of signature by an authorized representative on the proposal form.
7. Alteration of bid form.
8. Evidence of collusion among proposers.
9. Omission of proposal guarantee (if required).
10. 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.

11. AWARD

- A. The City reserves the right to award a bid or contract to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the City. 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 City reserves the right to reject or accept all or any combination of bids deemed advantageous to the City.
- C. The City reserves the right to reject or accept all or any combination of base bid plus alternative bids when alternate bids are called for in bid documents, subject to available funding.
- D. Contractor is an independent contractor. Award of a contract does not create a joint venture between the Contractor and the City.

12. CONTRACT

- A. City's Bid Documents combined with the Vendor's response (bid or proposal) 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 or proposal, the vendor agrees to comply with the Terms and Conditions and other requirements set forth in the Bid Documents and to be further bound to the representations and information the vendor provides in the response.
- C. Acceptance of bidder's offer may be in the form of a "Notice of Award", a Purchase Order (P.O.) or a "Contract".

13. 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. Reissue a bid invitation or proposal;
- C. Procure any item by other allowable means;
- D. 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.
- E. Extend any contract when most advantageous to the City as provided by original contract conditions.

14. 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 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.

15. PROTESTS

A. The City Council is the final authority on issues relating to this contract. The Purchasing Manager 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: Purchasing Manager.

C. The protest may be delivered in person to the Purchasing office 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: Purchasing Manager, 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.

16. 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 bid documents. 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 bid shall be new and unused unless noted elsewhere in the bid documents.

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. 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.

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.

17. REJECTIONS

A. Delivered articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City's Purchasing Manager or his/her designated representative.

B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be reported to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

18. PAYMENTS

A. Payment of invoices by the City shall be made thirty (30) days after receipt and acceptance of all equipment or performance of services covered by each purchase order or following the receipt of an accurate invoice, whichever is later, in compliance with state statute. 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:

1. Each invoice must reference the City of Seguin contract, agreement, or P.O. number;
2. Only one contract, agreement, or project shall be billed on a particular invoice;
3. 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. 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.

20. 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.

21. 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.

22. 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.

23. 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 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.

D. FUNDING OUT: The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeur shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

24. 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.

25. 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.

26. 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.

27. 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.

28. PATENTS

The bidder agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

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. 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.

31. 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 included herein and is available from the Texas Ethics Commission at www.ethics.state.tx.us.

32. LOCAL VENDOR PREFERENCE POLICY

Texas Local Government Code, Sections 271.905(a) and 271.9051 allow the City to consider a vendor's principal place of business in awarding certain contracts by way of competitive bids. This consideration is in effect to promote economic development opportunities through the contract by employing local residents and increasing tax revenue. The City of Seguin applies a local vendor preference to bids in compliance with state statute.

33. NOTICES

All notices called for or required by this agreement will be addressed to Purchasing Manager, City of Seguin, 205 N. River Street, Seguin, Texas 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.

34. QUESTIONS

Questions regarding interpretation of specifications, bids, bid results or bid awards should be directed in writing to the Buyer or Purchasing Technician indicated in the General and/or Technical Specifications, or the Purchasing Manager, twood@seguintexas.gov and be referenced by bid number.