



<p>CITY OF BEAUMONT INFORMAL BID</p>

<p>BID FOR:</p>	<p>ANNUAL CONTRACT FOR MEDICAL LABORATORY SERVICES</p>
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<p>BID NUMBER:</p>	<p>Ci0815-08</p>
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<p>BID DUE:</p>	<p>Thursday, September 10, 2015 AT 10:00 A.M. (CST)</p>
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<p>PRE-BID MEETING:</p>	<p>None</p>
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<p>SUBMIT BID TO:</p>	<p>This is an INFORMAL BID and must be submitted to:</p>
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**Purchasing Office / City Hall
City of Beaumont
801 Main St., Suite 315
Beaumont, TX 77701**

**You may submit your bid by MAIL, in PERSON, or by
FAX to 409-880-3747. Bids will not be accepted via email.**

***CITY OF BEAUMONT
PURCHASING DIVISION***

**For bid results Monday-Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720
or visit our web site at**

<http://beaumonttexas.gov/purchasing/bid-information/>

GENERAL BID INFORMATION

1. INTENT

The City of Beaumont requests bids from qualified medical laboratories for an annual contract to provide all medical test described in these specifications for the Public Health Department Laboratory qualifications include documented certification by Clinical Laboratory Improvement Amendments of 1988 (CLIA) and documented certification by the National Institute on Drug Abuse (NIDA).

2. CONTRACT TERM

- 2.1 A professional fee schedule for the most frequently ordered test shall be submitted along with a percentage discount for all other routine tests. The contract shall be in effect for a period of one (1) year. At the end of the one (1) year, the City may renew this contract for a period of two (2) additional one (1) year extensions at the prices quoted.
- 2.2 Prices stated in the bid submitted are to be firm for the period of the contract. There shall be no increase in price should an extension be granted.
- 2.3 Any terms and conditions stated in original specifications will apply to any extended periods.
- 2.4 Approval on behalf of the City to renew this contract shall be made by the City Manager or his designee.

3. BID DUE DATE

Bids are due no later than **10:00 A.M. (CST), THURSDAY, SEPTEMBER 10, 2015** to:

Physical Address:

City of Beaumont
Purchasing Division
801 Main St., Suite 315
Beaumont, TX 77701

Mailing Address:

City of Beaumont
Purchasing Division
P. O. Box 3827
Beaumont, TX 77704

Phone No.: 409-880-3720

Fax No.: 409-880-3747

4. PRE-BID MEETING

None.

5. REQUIRED DOCUMENTS FOR BID:

5.1 Bid Sheet, pages 9 through 15, including:

- 5.1.1 Bidder's Information Sheets,
- 5.1.2 Original, unaltered Bid Table Price List,
- 5.1.3 Bid Sheet Continued,
- 5.1.4 Conflict of Interest Questionnaire,
- 5.1.5 Statement on Conflict of Interest.

5.2 Bid sheets CANNOT be altered. If bidder needs to include additional information, it is to be provided on a separate sheet, with the number of the bid included, as well as the bidder's company name.

5.3 All documents listed above MUST be submitted for bid to be considered.

5.4 Bids are to be submitted on the enclosed bid forms only.

5.5 Failure to comply with information requested on any of these items will result in disqualification of the bid.

6. All portions of this bid requiring data or information must be filled in completely. Failure to do so may result in bid rejection due to non-response.

7. Signatures, where required, must be original; facsimile stamp or computer-generated signatures will not be accepted.

8. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at <http://beaumonttexas.gov/departments/purchasing/bid-information/> and will be faxed to the vendors on the bid announcement list.

NOTE:

**These factors will be evaluated to determine your capability as a supplier.
This information shall be submitted by all bidders.**

9. Bidder shall include the following information to describe the experience and capability of the company:

9.1 Number of years in operation.

9.2 Kind of company, i.e., corporation, partnership, or sole proprietor, If corporation, please list names and addresses of partners. If sole proprietor, list name and address.

9.3 Number of licensed laboratory technicians employed by the firm.

9.4 Reference from at least three (3) businesses with who the company has completed similar type work within the last year.

9.5 CLIA Certification. (Please attach)

9.6 NIDA Certification. (Please attach)

10. All mathematical calculations will be verified, in the event of discrepancies, the City calculation is deemed to be correct.

11. The City reserves the right to accept or reject any response or combination of responses deemed advantageous to it.

12. **STATEMENT OF BILLS PAID**

Bidder may not be more than sixty (60) days past due on any debt to the City, including but not limited to: water bills, licenses, permits or fees, or more than ninety (90) days past due on property taxes.

13. **EQUAL OPPORTUNITY EMPLOYER**

The successful bidder shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

14. **AWARD**

The bid will be awarded to the bidder having sufficient ability to perform this Contract as stated in conjunction with the lowest price or best value to the City. Factors used to determine the award are:

14.1 Qualification of Contractor,

14.2 Price.

15. The contract shall be awarded to one (1) Contractor. The City reserves the right to waive bid informalities, to reject any or all bids, and to award to the most responsible bidder making the most satisfying offer to the City. The Contractor may not assign (Subcontract) all or part of this contract without prior consent in writing by the City.

16. **LIABILITY**

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BEAUMONT AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, CAUSES OR ACTION, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON AND DAMAGES TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT, AND INCLUDING ACTS OR OMISSIONS OF THE CITY OF BEAUMONT OR ITS OFFICERS, AGENTS OR EMPLOYEES IN CONNECTION WITH SAID CONTRACT.

Contractor waives all rights of recovery, and its insurers also waive all right of subrogation of damages against the City and its agents, officers, directors and employees for damages covered by the workers' compensation and employers liability or commercial umbrella or excess liability or business automobile coverage obtained by Contractor required in this Agreement, where permitted by law. This waiver must be stated on the City's approved Certificate of Insurance.

The fact that insurance is obtained by Contractor on behalf of City will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by City from Contractor or any third party will not be limited by the amount of the required insurance coverage.

17. INVOICES

- 17.1 Payment by City to Vendor shall be made in accordance with the requirements of Texas Government Code §2251.021.
- 17.2 Invoices must reference a Purchase Order number and the Department or Division for which goods or services are provided.
- 17.3 The Contractor shall submit an accurate invoice within five (5) working days from the date of delivery.
- 17.4 Invoices may be submitted via email to: invoices@ci.beaumont.tx.us
- 17.5 Invoices may be submitted via U.S. Mail to:
ATTN: Accounting Division
City of Beaumont
P. O. Box 3827
Beaumont, TX 77704-3827
- 17.6 Faxed invoices will not be accepted.

18. FUNDS FOR PAYMENT

Funds for payment are provided by the City of Beaumont budget approved by City Council for the current budget year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Obligations beyond the end of the current City of Beaumont fiscal year will be subject to budget approval.

19. CONTRACT TERMINATION

This contract may be terminated by either party upon thirty (30) days' written notice.

19.1 By failing to pay insurance premiums, liens, claims or other charges.

19.2 By failing to pay any payments due the City, State, or Federal Government from the successful bidder or its principals, including, but not limited to, payments identified in this Agreement or any taxes, fees, assessments, or liens.

19.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.

19.4 By violation of any provision or non-performance of the Agreement.

20. CONTACT INFORMATION:

If any information is needed concerning specifications, please contact:

Cynthia Miller, Buyer II
Finance Department / Purchasing Division
City of Beaumont

Physical Address:
801 Main St., Suite 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3757 ♦ Fax # (409) 880-3747

E-mail: cmiller@ci.beaumont.tx.us

BID SPECIFICATIONS

1. Testing laboratories shall be directed by board-certified pathologists and clinical scientists who provide support services in the medical and technical areas on a full-time basis. Laboratories shall also be accredited by the Commission on Inspection and Accreditation of Laboratories of the College of American Pathologists.
2. Specimens are to be picked up from the Beaumont Health Department, 3040 College Street, Beaumont, Texas, twice daily. STAT specimens shall be picked up on an as-needed basis.
3. Test results shall be reported to the Beaumont Health Department as rapidly as possible, depending upon the nature of the test, STAT reports shall be telephoned, faxed or transmitted via an on-site printer as soon as test results become available. Written reports on both STAT and routine procedures shall be delivered within twenty-four (24) hours of reporting.
4. Repeat testing shall be performed without charge whenever the result does not correlate, in the physician's opinion, with the clinical picture presented by the patient.
5. **The following supplies and/or equipment shall be provided at no cost to the City:**
 - 5.1 Vacutainer tubes and needles
 - 5.2 Microbiology containers
 - 5.3 Swabs
 - 5.4 Special collection tubes/containers
 - 5.5 Collection tubes with appropriate preservatives for all tests
 - 5.6 Laboratory requisition forms
6. **The following tests are performed on a routine basis in volume:**
 - 6.1 CBC (Complete Blood Count, Platelet, & Differential)
 - 6.2 Comprehensive Metabolic Panel
 - 6.3 HIV (ELISA and Western Blot Confirmation)
 - 6.4 Hepatitis Panel
 - 6.5 Hepatitis B Surface Antigen
 - 6.6 Quantitative Hepatitis B Surface antibody (titer)
 - 6.7 Hepatitis C Antibody Screen
 - 6.8 Syphilis RPR
7. The testing laboratory shall be responsible for billing and collecting from Medicare, Medicaid, private insurance, and the patient when so noted on the requisition form.



BID SHEET

BID OPENING DATE: Thursday, September 10, 2015

BID OPENING TIME: 10:00 A.M. (CST)

CITY BID NUMBER: Ci0815-08

FOR FURNISHING: ANNUAL CONTRACT FOR MEDICAL LABORATORY SERVICES
(AS PER SPECIFICATIONS)

SUBMIT BID TO: This is an **INFORMAL BID** and must be submitted
in a **SEALED ENVELOPE** with the **BID NUMBER**
written on the outside of the envelope to:

Purchasing Office / City Hall
City of Beaumont
801 Main St., Room 315
Beaumont, TX 77701

You may submit your bid by **MAIL**, in **PERSON**, or by
FAX to 409-880-3747. Bids will not be accepted via email.

OUTLINE OF REQUIRED BID DATA:

For bids to be considered valid, Bidders **MUST** complete and submit the following:

1. Bid sheets, page 9 through 15.
2. Provide a *valid signature* at the appropriate locations within these bid documents.

<p align="center">BIDDER'S INFORMATION SHEET Annual Contract for Medical Laboratory Services Bid No. Ci0815-08</p>

BIDDER INFORMATION:

Company Name	
Bidder's Name In Printed Form	
BIDDER'S SIGNATURE *	_____ (Signature REQUIRED for bid to be accepted.)
Bidder's Title	
Company Physical Address	_____ Street _____ City State Zip Code
Company Mailing Address	_____ Street or P.O. Box _____ City State Zip Code
Company Telephone Number	
Alternate Phone Number	
Company Fax Number	
E-mail Address	

* The parties agree that a faxed signature is valid and binding as if it were an original.

BIDDER'S INFORMATION SHEET CONTINUED

BID NO. Ci0815-08

[Completion of this form satisfies the requirement of item 9, page 3.]

INSERT BIDDER'S COMPANY NAME:

1. **Kind of Company (check one):** ☐ **Corporation** ☐ **Partnership** ☐ **Sole Proprietor**

If corporation, please list names and addresses of three (3) top corporation officers.

If partnership, please list names and addresses of partners.

Include Federal Tax I.D. Number. _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

2. Number of years in operation: _____

3. Number of licensed laboratory technicians employed by the firm. _____

4. CLIA Certification: _____

5. NIDA Certification: _____

6. References from at least three (3) businesses with whom the company has completed similar type work within the last year.

REFERENCE NO. 1

Company: _____

Address: _____

Contact Name: _____ Telephone: _____

REFERENCE NO. 2

Company: _____

Address: _____

Contact Name: _____ Telephone: _____

REFERENCE NO. 3

Company: _____

Address: _____

Contact Name: _____ Telephone: _____

BID PRICING SHEET Annual Contract for Medical Laboratory Services Bid No. Ci0815-08				
Description	CPT Code	Est. Annual Quantity *	Unit Cost	Total Cost
CBC		200	\$ /ea.	\$
Comprehensive Metabolic Panel		200	\$ /ea.	\$
HIV		60	\$ /ea.	\$
HIV Western Blot Confirmation		10	\$ /ea.	\$
Hepatitis Panel		20	\$ /ea.	\$
Hepatitis B Surface Antigen		10	\$ /ea.	\$
Quantitative Hepatitis B5 AB (Titer)		60	\$ /ea.	\$
Hepatitis C Antibody Screen		10	\$ /ea.	\$
Syphilis RPR		20	\$ /ea.	\$
GRAND TOTAL:				\$
Discount of all other Miscellaneous Test				%
INSERT BIDDING VENDOR'S COMPANY NAME:				

* Quantities are for estimating purposes only and may vary.

NOTE: Quoted pricing is to remain firm for ninety (90) days.

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY: _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) _____ Non-Minority _____ Hispanic _____ Black _____ Other _____
Minority (please specify) _____ Female Owned _____ Handicapped Owned _____
Small Business (less than \$1,000,000 annual receipts or 100 employees) _____

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

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor _____

Address _____

Bidder _____
(Signature)

Bidder _____
(Print Name)

Position with Company _____
(Title)

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

- 14 -

Signature of person doing business with the governmental entity

Date

**STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST**

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void**. (Beaumont City Charter, Article XVII, Section 9.)

I, _____ (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City.

SIGNED this the ____ day of _____, 20____.

Name

Title

GENERAL CONDITIONS OF BIDDING
(Revised 3/13/13)

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid 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. **TIME & DATE:** Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**

Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**
- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be

specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. 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.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. 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.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. TAXES:

- A. 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. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

AWARD:

- B. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- C. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality in the best interest of the City.
- C. Contractor is an independent contractor. Award of a contract does not create a joint venture between Contractor and the City.

3. BID DEPOSIT:

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. 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.
- C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

4. DELIVERIES:

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplied in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

5. **REJECTIONS:**

- A. 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 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 certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

6. **BILLING:**

- A. All bills are subject to approval by the Purchasing Manager.

7. **PATENTS:**

- A. The contractor 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 and used.

8. **CONDITIONS PART OF BID:**

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

9. **CONTRACT:**

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:
 - i. Notice to Bidders,
 - ii. General Specifications,
 - iii. General conditions of bidding,
 - iv. The Bid Sheet(s),
 - v. Resolution awarding the bid.

- B. In case of conflict, the specifications shall be controlling.

10. **OSHA REQUIREMENTS:**

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or Purchase Order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

11. **BIDS:**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

12. **DISCOUNTS:**

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. **DISCLOSURE FORMS:**

- A. **All forms must be signed and returned with your bid sheet.**

14. **EXCEPTIONS:**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

15. **LOCAL BIDDER CONSIDERATION:**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

16. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in

connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;
- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and
- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

17. **PUBLIC INFORMATION ACT:**

- A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

- B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall

Physical Address:

801 Main Street, Suite 125
Beaumont, TX 77701

Mailing Address:

P.O. Box 3827
Beaumont, TX 77704-3827

409-880-3740 Fax
409-880-3745 Phone

openrecords@ci.beaumont.tx.us

- 18. **WEBSITE** – Vendors are responsible for verifying all addenda to specifications downloaded from the City website.
- 19. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.
- 20. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this contract so long as performance is delayed or prevented by force majeure.
- 21. **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 Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.
- 22. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days' written notice.

END OF BID SPECIFICATIONS
