



CITY OF BEAUMONT
BEAUMONT, TEXAS

FORMAL BID

BID FOR: SIX (6) MONTH CONTRACT FOR LUBRICANTS

BID NUMBER: MF0911-61

BIDS DUE: THURSDAY, OCTOBER 20, 2011 AT 2:00 P.M.

SUBMIT BID TO: This is a FORMAL BID and must be submitted to:

City Clerk's Office / City Hall
City of Beaumont
801 Main St., Suite 125
Beaumont, TX 77701

You may submit your bid by mail, overnight delivery, or in person.
Formal bids will not be accepted by fax or e-mail.

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://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm

NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125, Beaumont, Texas until **2:00 p.m.**, local time, **Thursday, October 20, 2011** and all bids will be opened and publicly read in the City Council Chambers on that date for:

SIX (6) MONTH CONTRACT FOR LUBRICANTS

Bidding forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701. Vendors requesting bid packets should call the Purchasing Division at (409) 880-3720 or you may download the specifications from our website at: http://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm

Bids shall be submitted to the City Clerk's Office, 801 Main, Room 125, prior to the above stated time.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Please make reference to Bid Number: **MF0911-61**

Bid Closing Date: **October 20, 2011**

Tina Broussard
City Clerk

First Publication: **September 29, 2011**

Second Publication: **October 6, 2011**

GENERAL SPECIFICATIONS FOR BIDDING

1. The City of Beaumont is requesting bids for a six (6) month contract to provide certain lubricants (oils and grease) for use by the City.
2. Prices shall be firm for the period of the contract which is six (6) months. At the conclusion of the six (6) month period, the City may extend this contract for an additional six (6) months. There shall be no increase in price should an extension be granted. Approval on behalf of the City to extend this contract shall be made by the City Manager or his designee.
3. All products shall be bid F.O.B. City of Beaumont, Texas to the following locations:
 - 3.1 Fleet Management
4955 Lafin Drive
Beaumont, Texas 77705
 - 3.2 Fleet Management - Fire Shop
1125 Archie Street
Beaumont, Texas 77701
 - 3.3 Streets & Drainage
2610 Concord
Beaumont, Texas 77703
 - 3.4 Beaumont Fire Department
400 Walnut
Beaumont, Texas 77701
 - 3.5 Water Reclamation
4900 Lafin Drive
Beaumont, Texas 77705
 - 3.6 Water Distribution
1350 Langham Road
Beaumont, Texas 77707
 - 3.7 Water Production
1550 Pine
Beaumont, Texas 77703
 - 3.8 Landfill
5859 Lafin Drive
Beaumont, Texas 77705
 - 3.9 Parks Operations
1370 Langham Road
Beaumont, Texas 77707

4. Bids shall be awarded to one supplier for all products bid.
5. All products bid shall meet the American Petroleum Industry (API) standards.
6. The quantities of lubricants shown on bid sheet as required for the period covered by the bid are approximate amounts only and are to be used only for calculation of total bid. The quantities are determined from past purchasing history and, as far as can be determined, are realistic. However, the Purchaser will not be obligated to purchase the quantities shown from the supplier.
7. **Bidder shall specify manufacturer and brand name of all products to be supplied to Purchaser, and manufacturer's published specifications for each product to be supplied must accompany the bid. Oil must be branded product.**
8. **Repackaged products are prohibited.** Should it be determined that repackaged products are being furnished, the contract may be terminated. The term **repackaged** is taken to mean any product whose contents are packaged by someone other than the manufacturer of the contents. Manufacturers drum label shall be intact and legible. Label code shall indicate origin and date of production. Example: Texaco products must be packaged at the Texaco refinery. Products purchased in bulk and packaged by an authorized distributor are considered repackaged and will **not** be accepted.
9. Lubricants supplied shall be manufactured primarily from class II virgin base stocks and shall not contain re-refined materials. A printed copy of the Manufacturer's Warranty must accompany the bid. The guarantee shall cover all products offered and shall assume financial responsibility for damage to any parts or components resulting from the use of the product(s).
10. All requests for engine oil, hydraulic oil, and transmission fluid will be delivered ***in bulk quantities of 250 gallons or more, 55 gallon drums, or individual size containers, as specified per product.*** Drums and individual size containers shall be packaged by the manufacturer of the contents. All bulk deliveries shall be accompanied by a manifest identifying the product, source, and type of the delivered lubricant and a Certificate of Authenticity. **Bulk products may not be altered after leaving the manufacturer.**
11. If for any reason Supplier becomes unable to deliver any product bid to Purchaser, Supplier will immediately notify Purchaser so that arrangements can be made for an alternate product or supplier.
12. Supplier shall deliver specified product to the City of Beaumont within twenty-four (24) hours after receipt of purchase order number. **Purchase order number and delivery address is required and must appear on the delivery ticket and invoice.** Non-stock items shall be delivered within forty-eight (48) hours. Failure to provide within specified time may result in cancellation of order and City may purchase from another supplier. Three (3) incidents of failure to comply with the stated delivery times may result in termination of the contract. Supplier shall state hours of operation and/or delivery.
13. Drum deposit charge shall be carried un-billed until the end of contract period. A monthly copy of drum inventory shall be supplied to the City.

14. The Contractor shall submit two (2) copies of Material Safety Data Sheet (MSDS) for each chemical or product used. Should a new product be introduced during the term of the contract, copies of MSDS shall be provided to the Fleet Division.
15. The Contractor shall submit an accurate invoice within five (5) working days from the date of delivery of the product. Failure to do so will be equivalent to non-delivery and may be cause for termination of the contract.
16. The City will have the right to terminate this agreement upon written notice if the successful bidder fails to perform the specified service or breaches this agreement in any manner, including the following:
 - 16.1 Failure to pay insurance premiums, liens, claims, or other charges.
 - 16.2 Failure 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 the agreement or any taxes, fees, assessments, or liens.
 - 16.3 Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
 - 16.4 Upon violation of any part of this agreement.
 - 16.5 Failure to perform work satisfactory to the City.
17. In addition to the above-named conditions, the City **or** the Contractor may, upon thirty (3) days written notice to the other party, cancel the contract for reasons of convenience with no penalty.
18. The City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it.
19. **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://www.cityofbeaumont.com/Purchasing/purchasing_bidlist.htm and will be faxed to the vendors on the bid announcement list.
20. If any information is needed concerning specifications, please contact:

Sara Parker, C.P.M., Buyer III
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: sparker@ci.beaumont.tx.us

TECHNICAL SPECIFICATIONS FOR LUBRICANTS

1. ENGINE OIL SAE 15W-40

Engine oils shall:

- 1.1 Be suitable for use in both gasoline and diesel engines (15W-40 only).
- 1.2 Meet or exceed performance requirements of domestic gasoline and diesel engine manufacturers.
- 1.3 Must meet or exceed the performance requirements of the latest American Petroleum Institute (API) category CJ-4/SM as well as earlier heavy duty engine categories. In addition, must meet Detroit Diesel 93K218 and 93K215, Mack EO-O Premium Plus 07, Caterpillar ECF-3, ACEA E-5, and E-7, Cummins CES 20081, Mercedes Benz 228.31, and the latest Volvo VDS-4 requirements. Must also meet or exceed Allison C-4, MIL-PRF-2104-G, John Deere and MAN 3275. Must be recommended for naturally aspirated, turbocharged or EGR equipped diesel engines.
- 1.4 Minimum TBN (Total Base Number) of 10.0 measured by ASTM method D2896. Nominal ash content <1.4.

2. ENGINE OIL SAE 40

- 2.1 Be suitable for use in two stroke cycle diesel engines.
- 2.2 Meet or exceed performance requirements of two stroke cycle diesel engine manufacturers.
- 2.3 Meet or exceed former API Service Classification CF-2 on SAE 40 engine oil.
- 2.4 Minimum TBN (Total Base Number) of 8.0 measured by ASTM method D2896.

3. AUTOMATIC TRANSMISSION FLUIDS - DEXRON III AND MERCON 5

- 3.1 Automatic transmission fluid shall meet or exceed the specification requirements for: General Motors, Dexron III, Ford Mercon 5, Allison C4 Fluid, Caterpillar TO-2 and Vickers pump.

4. TRANSMISSION/HYDRAULIC OIL

- 4.1 Multipurpose Transmission / Hydraulic Oil
 - 4.1.1 Be a multipurpose fluid recommended for combustion transmission-differential, final drive, wet brakes, hydraulic, and hydrostatic systems as specified by most equipment manufacturers.

- 4.1.2 Contain rust and oxidation inhibitor and a foam suppressant.
- 4.1.3 Meet or exceed specifications for case MS1206 (TCH Fluid), MS1207 (HYTRAN Plus Fluid), Ford M2C134C (Hydraulic Fluid), Caterpillar TO-2 (Transmission/Drive Train oil), and John Deere HY-GARD (Transmission and Hydraulic oil).
- 4.1.4 Be suitable for use in axial piston, gear, and rotary vane pumps as manufactured by Denison, Racine, Vickers Commercial Intertech, and others.

5. CATERPILLAR T0-4 COMPATIBLE LUBRICANTS SAE 10W AND SAE 50

- 5.1 Lubricants for hydraulic systems and transmission components (axles or gearboxes) equipped with specific friction brakes.
 - 5.1.1 Antifoam with oxidation inhibitors, friction modifiers and superior detergency.
 - 5.1.2 Meet or exceed specifications for Allison C4 (SAE10W et 30), Caterpillar TO-4, Komatsu Micro-Clutch and ZF TE-ML 03C.

BID OPENING DATE: Thursday, October 20, 2011

BID OPENING TIME: 2:00 P.M.

CITY BID NUMBER: MF0911-61

FOR FURNISHING: Six (6) Month Contract for Lubricants
 (AS PER SPECIFICATIONS)

OUTLINE OF BID DATA:

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

1. Bid Sheet, pages 8 through 13.
2. Provide a valid signature at the appropriate locations within these bid documents.

BIDDER INFORMATION:

Company Name	
Bidder's Name In Printed Form	
Bidder's Signature *	_____ (ORIGINAL Signature required for bid to be accepted.)
Bidder's Title	
Company Physical Address	_____ Street _____ City Zip Code
Company Mailing Address	_____ Street or P.O. Box _____ City 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.

BID SHEET BID NO. MF0911-61
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ENGINE OIL				
ITEM NUMBER	APPROX. QTY.	DESCRIPTION	UNIT PRICE *	TOTAL PRICE *
1	3,200 gal.	Engine Oil 15W-40 (bulk deliveries > 250 gallons)	\$	\$
2	1,000 gal.	Engine Oil 15W-40 (55 gallon drums)	\$	\$
Manufacturer and Brand Bid:				
3	500 gal.	Engine Oil SAE 40 (55 gallon drums)	\$	\$
Manufacturer and Brand Bid:				

* Prices shall include all state and federal fees currently in effect, and all transportation and delivery fees.

INSERT BIDDING VENDOR'S COMPANY NAME:

BID SHEET CON'T. - BID NO. MF0911-61

TRANSMISSION FLUID / HYDRAULIC OIL				
ITEM NUMBER	APPROX. QTY.	DESCRIPTION	UNIT PRICE *	TOTAL PRICE *
1	1,300 qt.	Dexron III (quart containers)	\$	\$
2	250 gal.	Dexron III (bulk deliveries > 250 gallons)	\$	\$
3	100 gal.	Dexron III (55 gal. drums)	\$	\$
Manufacturer and Brand Bid:				
4	100 qt.	Mercon 5 (quart containers)	\$	\$
Manufacturer and Brand Bid:				
5	4,700 gal.	Multi-purpose Transmission/Hydraulic Oil (bulk deliveries > 250 gallons)	\$	\$
6	500 gal.	Multi-purpose Transmission/Hydraulic Oil (55 gal. drum)	\$	\$
Manufacturer and Brand Bid:				
7	500 gal.	Caterpillar TO-4 Compatible Lubricants, SAE 10W (bulk deliveries >250 gallons)	\$	\$
8	500 gal.	Caterpillar TO-4 Compatible Lubricants, SAE 50 (bulk deliveries >250 gallons)	\$	\$
9	275 gal.	Caterpillar TO-4 Compatible Lubricants, SAE 10W (55 gal. drum)	\$	\$
10	275 gal.	Caterpillar TO-4 Compatible Lubricants, SAE 50 (55 gal. drum)	\$	\$
Manufacturer and Brand Bid:				
Drum deposit charge:				\$
TOTAL BID				\$

* Prices shall include all state and federal fees currently in effect, and all transportation and delivery fees.

INSERT BIDDING VENDOR'S COMPANY NAME:

BID SHEET CONTINUED

DATE OF DELIVERY AFTER RECEIPT OF ORDER: N/A

WARRANTY: N/A

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.

ORIGINAL SIGNATURE OF OFFICER REQUIRED

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.

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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 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 6/30/11)

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 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 an/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.

3. AWARD:

- A. 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.
- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

4. 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.

5. 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.

6. 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.

7. **BILLING:**

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

8. **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.

9. **CONDITIONS PART OF BID:**

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

10. **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.

11. **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.

12. **BIDS:**

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

13. **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.

14. **DISCLOSURE FORMS:**

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

15. **EXCEPTIONS:**

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

16. **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.

- 17. **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.

18. 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:

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- 19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.
- 20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who 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.
- 21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this agreement so long as performance is delayed or prevented by force majeure.
- 22. **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.
- 23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days written notice.