



**City of Brenham, Texas**

**Invitation for Bid**

**Purchase of Rear Load Packer Truck**

**IFB Number: 17-001**

**Response Deadline: 2:00 P.M. (CST) Tuesday, November 29, 2016**

Bids will be opened on this date and time in Room 2A, City Hall and bids announced for public record.

**Submit to: This is a FORMAL solicitation and must be submitted to:**

**City of Brenham / City Secretary's Office  
200 W. Vulcan St., Suite 206  
Brenham, Texas 77833**

or

**P.O. Box 1059  
Brenham, Texas 77834-1059**

Bids may be presented in person, by mail or delivery service. Bids will **NOT** be accepted by email or fax. Mailed bids must be addressed to post office box.

**First Publication: November 13, 2016**

**Second Publication: November 20, 2016**

## SECTION I. GENERAL BID INFORMATION

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### 1. INTENT

The City of Brenham requests bids for a rear load packer truck for carrying waste materials from the Wastewater Plant for disposal. Equipment to consist of a truck bed and chassis as further specified herein.

### 2. BID DUE DATE

Bids are due no later than 2:00 P.M. (CDST), Tuesday, November 29, 2016 to:

Physical Address:

City of Brenham  
City Secretary's Office  
200 W. Vulcan, Ste. 206  
Brenham, Texas 77833

Mailing Address:

City of Brenham  
City Secretary's Office  
P.O. Box 1059  
Brenham, TX 77834-1059

Late bids will not be opened and will be returned to the bidder upon written request. Bids must be sealed. To ensure proper recognition upon arrival, note Bid Number, Bid Name and the Bid Opening Date on the outside of the package.

### 3. GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Invitations for Bid from the City of Brenham may be found in Attachment "A" of this document. Should any contradiction be found to exist between those terms and conditions and the body of this IFB, the IFB will prevail.

### 4. QUANTITY AND PRICING

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Pricing is requested on a unit basis for each item of the bid. Bid total will be determined by extension estimated quantities listed at unit prices bid. Pricing shall be inclusive of all charges, FOB delivered to designated location in Brenham, Texas.

### 5. ADDENDA

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 available

online at [www.cityofbrenham.org/finance/purchasing](http://www.cityofbrenham.org/finance/purchasing). It shall be the responsibility of interested bidders to check the website for addenda up to the bid submission deadline.

## 6. FORM

Bids must be submitted on the form provided only. Bidders are required to submit one (1) original and one (1) copy. All bids submitted must be itemized with prices extended where indicated. Bidder must return one entire original bid document with bid or proposal.

## 7. ACCEPTANCE

The City of Brenham reserves the right to accept or reject any or all bids, to waive informalities, and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a bid may include but are not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of bids may be recommended for any of, but not limited to, the following causes: 1) Failure to use the bid form furnished by the Owner; 2) Lack of signature by an authorized representative on the bid form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among bidders; 5) Omission of uncertified personal or company check as a bid guarantee (if bid bond required); or 6) unauthorized alteration of bid form. City reserves the right to waive any minor informality or irregularity.

## 8. AWARD

The bid may be awarded either to the lowest responsible bidder(s) or to the bidder(s) offering goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a) the purchase price, including payment discount terms;
- b) the reputation of the bidder and of the bidder's goods or services.
- c) the quality of the bidder's goods or services;
- d) the extent to which the goods or services meet the City's needs;
- e) the bidder's past relationship with the City;

f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

g) the total long-term cost to acquire the bidder's goods or services; and

h) any relevant criteria specifically listed in this invitation for bid.

## 9. INDEMNITY

The Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of 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, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

## 10. CONTACT

If any other information is needed concerning these specification please contact the following:

Sara Parker, C.P.M.  
Purchasing Supervisor  
City of Brenham  
200 W. Vulcan St.  
Brenham, TX 77833

P.O. Box 1059  
Brenham, TX 77834-1059

[sparker@cityofbrenham.org](mailto:sparker@cityofbrenham.org)  
Phone: 979-337-7247

## SECTION II: INSTRUCTIONS TO BIDDERS

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### 1. H.B. 1295 COMPLIANCE

The Awarded Vendor for this contract shall comply with the requirements of Section 2252.908 of Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

## SECTION III: SPECIFICATIONS

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### 1. ALTERNATES

The following specifications are intended as minimum requirements for products to be bid and not to restrict bids to any brand, manufacturer or model so long as product bid satisfies requirements. The City of Brenham has researched and compared various equipment and determined that the equipment described herein meets or exceeds the minimum needs of City operations. Bidders may submit bids for identical or alternate equipment so long as the minimum specifications, as shown, are met. Alternate items or variations from specifications must be marked as such on the bid form and additional information attached as needed to fully describe the item bid and variations from specification. The City will be the sole and final judge on whether an alternate item or variation from specification is acceptable.

### 2. DESCRIPTION

- 2.1 Truck: International, Model Profile: 2017 7400SRA 6X4 (SF 625)
- 2.2 Chassis: Kuhn Knight, Model SLC132
- 2.3 Further description and required features are included on the Bid Sheet in the form of checklists. Each bidder shall fully complete the checklist as well as bid a price to include truck and chassis, installed and delivered to specified location in the City of Brenham. Failure to fully complete checklists according to instructions may result in disqualification of bid.

### 3. DOCUMENTS

Vendor shall provide the following documents with delivery:

- 3.1 Certificate of Origin
- 3.2 130U (Application for Title)
- 3.3 Vehicle Inspection
- 3.4 Odometer Disclosure Statement



**BID FORM**

IFB No: 17-001  
Bid Opening: 2:00 P.M. (CST), November 29, 2016  
Bid Title: Purchase of Rear Load Packer Truck  
Submit to: *This is a **FORMAL IFB** and proposals must be submitted to:*

**City Secretary's Office  
City of Brenham  
200 W. Vulcan St., Suite 206  
Brenham, Texas 77833  
or  
PO Box 1059  
Brenham, Texas 77834-1059**

Responses may be presented in person, by mail or delivery service. Responses will **NOT** be accepted by email or fax. Mailed bids must be addressed to post office box.

Bid Documents: Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or proposal.**

Bid **MUST** be signed by an authorized representative of bidder. Original signature required.

Acknowledgement of Addenda:

Addendum No. 1 \_\_\_\_\_

Addendum No. 3. \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Bid Form, cont.  
Bid No. 17-001

Name of Bidding Firm  
(please print)

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**Authorized Signature:**

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Signer's Name:  
(please print)

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Address:

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Phone No:

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Alt. Phone No:

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Email:

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Bid Form, cont.  
 Bid No. 17-001

In order to provide a fully responsive bid, the following chart **MUST** be completed and submitted as part of Bid. Any item for which a “No” response is filled in, which includes but is not limited to any manufacturer, model, or description which does not match the specifications listed, will be considered to be an **ALTERNATE**, for which a full description must be provided. Additional pages may be added as needed.

<b>KUHN KNIGHT MODEL SLC 132 SIDE-DISCHARGE SPREADER</b>
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DESCRIPTION	MEETS SPECIFICATIONS:	MEETS SPECIFICATIONS:
	YES	NO
Model SLC132		
12 Volt Pump Kit		
Hydrostatic Drive		
Spreader Body Mounts		
(2) Splash Guards Installed		
Steel Rear Bumper		
Poly Fenders/Flaps for Tandem Axle Truck		
Factory Mounting – Hydro Drive		
QR Sandblast & Paint Inside of Shell		
2-Speed 3.25:1 Auxiliary Transmission Installed		

BIDDER NAME:
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Bid Form, cont.  
 Bid No. 17-001

**INTERNATIONAL MODEL 2017 7400 SBA 6X4 (SF625)**

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Application	Packer - Rear Loader		
Mission	Requested GVWR: 62000. Calc. GVWR: 62000 Calc. Start/Grade Ability: 13.93%/1.43% @ 55 MPH Calc. Geared Speed: 79.7 MPH		
Dimension	Wheelbase: 238.00, CA: 170.90 Axle to Frame: 75.00		
Engine, Diesel	(Navistar N9) EPA 2010, SCR, 330 HP @2000 RPM, 950 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)		
Transmission, Automatic	(Allison 3000_RDS_P) 5 <sup>th</sup> Generation Controls; Close Ratio, 5-Speed, with Overdrive; Refuse/Mixer; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 62,000-lb GVW		
Clutch	Omit Item (Clutch Control)		
Axle, Front Non-Driving	(Meritor MFS-16-143A) Wide Track, I-Beam Type, 16,000-lb Capacity		
Axle, Rear, Tandem	(Meritor RT-46-160) Single Reduction, 46,000-lb Capacity, with Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.56		
Cab	Conventional		
Tire, Front	(2) 425/65R22.5 HTC1 (CONTINENTAL) 465 rev/mile, load range L, 20 ply		
Tire, Rear	(8) 315/80R22.5 HSC1 (CONTINENTAL) 484 rev/mile, load range L, 20 ply		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Suspension, Rear, Tandem	(Hendrickson RT-463) Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity with Bronze Center Bushings		
Frame Rails	Heat Treated Alloy Steel (120,000 PSI Yield; 10.125" x 3.580" x 0.312"; (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL		
Frame Reinforcement	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL		
Paint	Cab Schematic: 100GN Location 1: 9219, Winter White (Std) Chassis Schematic: N/A		
Base Chassis	Model 7400 SBA 6X4 with 238.00 Wheelbase, 170.90 CA, and 75.00 Axle to Frame		
Tow Hook, Front	(2) Frame Mounted		
Bumper, Front	Steel, Swept Back		
Frame Extension, Front	Integral; 20" In Front of Grille		
Crossmember, Front	For Hydraulic Pump, Mounting flange to Accommodate Pump		
Wheelbase Range	221" (560cm) Through and Including 262" (665cm)		
Suspension, Front, Spring	Parabolic, Taper Leaf; 16,000- lb capacity, with Shock Absorbers		
Brake System, Air	Dual System for Straight Truck Applications		
Brakes, Front, Air Cam	16.5" x 6", Includes 24 Sq In Long Stroke Brake Chambers		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Drain Valve	(Berg) Manual; with Pull Chain, for Air Tank		
Air Brake ABS	(Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel)		
Air Dryer	(Bendix AD-IP) with Heater		
Brake Chambers, Rear Axle	(Bendix EverSure) 30/30 Spring Brake		
Brake Chambers, Front Axle	(Bendix) 24 SqIn		
Brakes, Rear, Air Cam S-Cam	16.5" x 7.0", Includes 30/30 SqIn Long Stroke Brake Chamber and Spring Actuated Parking Brake		
Air Compressor	(Bendix Tu-Flo 550) 13.2 CFM Capacity		
Air Tank Location (2)	One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail		
Steering Column	Tilting		
Steering Wheel	2-Spoke, 18" Dia., Black		
Steering Gear	(Sheppard M110) Power		
Exhaust System	Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, Includes Single Vertical Tail Pipe, Frame mounted Right Side Back of Cab		
Electrical System	12-Volt, Standard Equipment		
Cigar Lighter	Includes Ash Cup		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Alternator	(Leece-Neville AVI160P02013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense		
Body Builder Wiring	Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn		
Battery System	(International) Maintenance-Free, (3) 12-Volt 1950CCA Total		
Radio	(Panaxonic CQ120) AM/FM, Includes Multiple Speakers, Includes Auxiliary Input		
Horn, Electric	Disc Style		
Battery Box	Steel with Plastic Cover, 18" Wide, 2,3, or 4 Battery Capacity, Mounted Right Side Back of Cab		
Horn, Air	Black, Single Trumpet, Air Solenoid Operated		
Headlights	Long Life Halogen; for Two Light System		
Clearance/Marker Lights	(5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade		
Starting Motor	(Delco Remy 38MT Type 300) 12 Volt; Less Thermal Ove-Crank Protection		
Indicator, Low Coolant Level	With Audible Alarm		
Circuit Breakers	Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces all Fuses Except for 5-Amp Fuses		
Turn Signals, Front LED	Includes LED Side Marker Lights, Mounted on Fender		
Fender Extensions	Rubber		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Insulation	Under Hood for Sound Abatement		
Grille	Stationary, Chrome		
Insulation	Splash Panels for Sound Abatement		
Front End	Tilting, Fiberglass, with Three Piece Construction; for 2007 & 2010 Emissions		
Paint Schematic	PT-1 Single Color, Design 100		
Paint Type	Base Coat/Clear Coat, 1-2 Tone		
Vehicle Registration Identity ID	ID for 49 States, Excluding California		
Mud Flaps, Front Wheels (2)	(2) Rubber, Behind Front Wheels, Mounted on Fender Extension, For Tire Size 425/445		
Anti-Freeze	Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection		
PTO Effects, Engine Front	Less PTO Unit, Includes Adapter Plate on Engine Front Mounted		
Fan Drive	(Horton Drivemaster Polar Extreme) Direct Drive Type, Two Speed, with Residual Torque Device for Disengaged Fan Speed		
Radiator	Aluminum, Cross Flow, Series System 1228 SqIn Core and 648 SqIn Charge Air Cooler With Transmission Oil Cooler		
Federal Emissions	(Navistar N9 & N10) EPA, OBD and GHG Certified Year 2016		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Air Cleaner	Dual Element		
Throttle, Hand Control	Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel		
Engine Control, Remote Mounted	No Provision Furnished for Remote Mounted Engine Control		
Emission Compliance	Federal, Does Not comply with California Clean Air Idle Regulations		
Automatic Neutral	Allison WT, 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged		
Transmission Shift Control	(Allison) Push-Button Type; for Allison 3000 & 4000 Series Transmission		
Transmission Oil	Synthetic; 29 thru 42 Pints		
Allison Spare Input/Output	For Rugged Duty Series (RDS); Front Loaders, Rear Loaders, Recycling/Packer Trucks		
Shift Control Parameters	Allison 3000 or 4000 Series Transmissions, 5 <sup>th</sup> Generation Controls, Performance Programming		
PTO Location	Dual, Left and Right Side of Transmission		
Axle, Rear, Tandem	(Meritor RT-46-160) Single reduction, 46,000-lb Capacity, with Driver Controlled Main Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel End. Gear Ratio" 4.56		
Suspension/ Rear-Axle Identity	For Meritor Tandem rear Axles with Bar-Pin Beam Attachment Type Suspensions		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Transverse Torque Rods	With Hendrickson Suspensions		
Axle, Rear, Lube	(EmGard FE-75W-90) Synthetic Oil; 65 thru 89.99 Pints		
Fuel/Water Separator	With Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor		
Fuel Tank	Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted left Side, Under Cab		
DEF Tank	7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab		
Gauge Cluster	English with English Electronic Speedometer		
IP Cluster Display	On Board Diagnostics Display of Fault Codes in Gauge Cluster		
Gauge, DEF Fluid Level			
Seat, Driver	(National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust		
Grab Handle	Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar		

Bidder Name:

Bid Form, cont.  
 Bid No. 17-001

DESCRIPTION		MEETS SPECIFICATIONS:	
		YES	NO
Seat, Passenger	(National) Non Suspension, High Back, fixed Back, Integral Headrest, Vinyl		
Mirrors (2)	(Lang Mekra) Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing		
Air Conditioner	(Blend-Air) with Integral Heater & Defroster		
Instrument Panel	Center Section, Flat Panel		
HVAC Fresh Air Filter			
Fresh Air Filter	Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood		
Cab Interior Trim	Deluxe		
Cab Rear Suspension	Air Bag Type		
Wheels, Front Disc	22.5 x 12.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.375"		
Wheels, Rear Dual Disc	22.5 x 9.00 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs		
SERVICE SECTION		MEETS SPECIFICATIONS	
		YES	NO
Warranty	Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or later, CTS-2002U		

Bidder Name:

Bid Form, cont.  
Bid No. 17-001

**BID**

Rear load packer truck to consist of truck bed and chasses as specified:

Truck: International, Model Profile 2017 7400 SRA 6x4 (SF625) **or equal.**

Chassis: Kuhn Knight, Model SLC 132 **or equal.**

Fully installed and delivered o designated location in Brenham, Texas.

\_\_\_\_\_dollars and

\_\_\_\_\_ cents.

(written bid amount)

\$ \_\_\_\_\_

(numerical bid amount)

Bidder Name:

## ATTACHMENT "A"

### Terms and Conditions of Invitation for Bids

#### Definitions

In order to simplify the language throughout this request for bids, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish products over a designated period of time during which repeated purchases are made of the commodities specified.

VENDOR – The successful Bidder(s) of this bid request.

#### Instructions

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

#### Form

Bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

#### Bid Return

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

#### Late Bids

Bids must be received by the Purchasing Department prior to the time indicated on this form. Late bids will not be opened and will be returned to the bidder upon written request.

#### Acceptance

The City of Brenham reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but not limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly

complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or 6) Unauthorized alteration of bid form. Owner reserves the right to waive any minor informality or irregularity.

All bidders are hereby notified that the City of Brenham 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 purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City of Brenham, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the bidder's goods or services, the bidder's past performance under contracts with the City of Brenham, the bidder's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City of Brenham, Texas is committed to obtaining its goods, products and services at the lowest price possible which benefits all the citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City neither to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City of Brenham shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

### **Award of Contract**

The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the bidder and of the bidder's goods or services;
- c. the quality of the bidder's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the bidder's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the bidder's goods or services;  
and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single Contractor; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

### **Term of Contract**

This contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning the date of award of contract.

### **Extension of Contract**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Price Escalation**

Price escalations may be permitted by the City of Brenham during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, Railroad Commission Rates, Federal/State Minimum Wage Laws, Federal/State Unemployment Taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase on raw material, labor, or another like cost factor. The City of Brenham reserves the right to accept or reject any/all requests for price escalations.

### **Price Reduction**

If during the term of the contract, the contractor's net prices charged to other customers for the same product(s) and/or service(s) are lower than the City of Brenham's contracted prices, an equitable adjustment shall be made lowering the contract price charged to the City of Brenham.

### **Assignment of Contract**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

### **Contract Termination**

The City may terminate this Contract at any time upon thirty (30) calendar days written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work

immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

### **Reimbursements**

There is no expressed or implied obligation for the City of Brenham to reimburse responding firms for any expenses incurred in preparing bids in response to this Request for Bids and the City of Brenham will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Minority Owned Businesses**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

### **Error-Quantity**

Bids must be submitted on units of quantity specified. In the event if errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

### **Quantities**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

### **Variations**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

### **F.O.B. – Damage**

Bids will not be considered unless bid F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, bidder must give exact delivery cost, which is

to be prepaid or added to the invoice. The City of Brenham assumes no liability of goods delivered in a damaged or unacceptable condition.

### **Firm Prices**

Bidders must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful bidder must hold bid prices firm for the duration of the Contract. Sealed competitive bids may not be negotiated, amended or changed after the bid opening date.

### **Cooperative Agreements**

Successful bidder agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Brenham.

### **Authorized Signature**

Bids must show full firm name and mailing address of bidder and be manually signed by an authorized representative of the bidder. Firm name and authorized signature should appear on each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

### **Withdrawal-Alteration Of Bids**

Bids cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

### **Lump Sum Bids**

Lump sum bids will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum bids will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

### **All-Or-None Bids**

All-or-none bids will be considered only if bidder quoted prices on all items requested. If a bidder desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none bids will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

### **Payment Of Invoices**

Invoices must be submitted by the successful bidder to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

### **Cash Discounts**

Bidders may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Taxes**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

### **Delivery**

Bids must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and bidder's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

### **Liability**

The successful bidder shall be liable for all damages incurred while in the performance of services pursuant to this request.

### **Material Safety Data Sheets**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Patents, Franchises, etc.**

The successful bidder agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

### **No Bids**

If bidder is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if bidder desires to bid on future purchases.

### **Addenda**

In the event if a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Fiscal Funding**

The City of Brenham, Texas operates and is funded on a fiscal year basis; accordingly, the City reserves the right to determine, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

### **Court Jurisdiction**

The City of Brenham and the successful Vendor will agree that the contract awarded from this Request for Bid shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process to any Federal Court or court not in Texas.