

# CITY OF SAN BENITO

## LEGAL NOTICE AND INVITATION TO BID

### 12 MONTH SUPPLY OF ROAD MATERIALS BID NUMBER 2021-0050

Sealed bids **for road materials** will be received by the City of San Benito at the City Secretary's Office, San Benito Municipal Building, 401 North Sam Houston, San Benito, Texas 78586 in a sealed envelope marked "**BID NUMBER 2021-0050**" for **12 MONTH SUPPLY OF ROAD MATERIALES**, until **10:00 a.m. on October 8, 2021**.

**Bids received after this time will not be considered.**

Bids will be publicly opened and read aloud on **October 11, 2021 at 10:00 a.m.** Bidders are invited to attend the bid opening at the San Benito Municipal Building, Cesar Gonzalez Room, 401 North Sam Houston, San Benito, Texas 78586.

Bid packages with the Specifications may be obtained online at:  
<https://www.cityofsanbenito.com/DocumentCenter/Index/53>

**Three (3) sets of the bid documents shall be enclosed in a letter size sealed envelope and shall be plainly marked on the outside of the envelope using any carrier**

### 12 MONTH SUPPLY OF ROAD MATERIALS BID NUMBER 2021-0050

This envelope shall be addressed to City Secretary's Office, San Benito Municipal Building, 401 North Sam Houston, San Benito, Texas 78586.

The City of San Benito will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed bids to the City of San Benito City Secretary's Office by the given deadline above. **No bids will be accepted via facsimile nor electronic submission.**

The City of San Benito specifically reserves the right to reject any or all bids, to waive irregularities or informalities in any or all bids and to accept any bid which is deemed to be in the best interest of the City of San Benito. The City of San Benito is an Affirmative Action/Equal Opportunity Employer.

# CITY OF SAN BENITO

## INSTRUCTIONS TO BIDDERS

*Please submit this page upon receipt*

Acknowledgment Form

### 12 MONTH SUPPLY OF ROAD MATERIALS BID NUMBER 2021-0050

For any clarifications, please contact Ruth McGinnis, City Secretary, at the San Benito Municipal Building, 401 North Sam Houston, San Benito, Texas 78586, E-mail [rmcginnis@cityofsanbenito.com](mailto:rmcginnis@cityofsanbenito.com)

Please e-mail this page upon receipt of the bid package or legal notice. If you only received the legal notice and you want the bid package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

**Yes, I will be able to send a bid; obtained bid package from website:**

<https://www.cityofsanbenito.com/DocumentCenter/Index/53>

**Yes, I will be able to send a bid, please email the bid package.**

Email: \_

**Yes, I will be able to send a bid; please mail the bid package using the carrier & account number listed below:**

Carrier: \_\_\_\_\_ Account: \_\_\_\_\_

**No, I will not be able to send a bid for the following reason:**

\_\_\_\_\_

If you are unable to send your bid, kindly indicate your reason for “No bid” above and return this form [rmcginnis@cityofsanbenito.com](mailto:rmcginnis@cityofsanbenito.com)

This will ensure you remain active on our vendor list.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS (Complete and return with bid)**

Name of Entity: \_\_\_\_\_

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d) Have not within a three year period preceding this application/bid had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a \$10,000.00 or imprisonment for up to five (5) years, or both.

\_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed)

\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_

I am unable to certify to the above statements. My explanation is attached.

## **CONFLICTS OF INTEREST:**

**The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:**

<https://ethics.state.tx.us/forms/CIQ.pdf>

**Bidder shall answer each question in the attached Form CIQ in relation any City Elected Official, City Employees or City Attorney and submit a completed form with its Bid.**

### **Disclosure of Interested Parties**

**Prior to entering into a contract that is voted on by the City Commission, Bidder must submit a “Certificate of Interested Parties” Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the City must submit a copy to the Texas Ethics Commission. The Certificate of Interested Parties form is attached.**

### **Instructions, Requirements and Questions**

**This section provides the instructions, requirements and question for RFQ (s) bidder. The City reserves the right to reject any RFQ that fails**

## Special Instructions

### *Contract Information*

- **Interpretation**

Questions concerning terms, conditions, and technical specifications should be directed to:

City of San Benito,  
c/o Ruth McGinnis, City Secretary,  
San Benito Municipal Building  
401 North Sam Houston,  
San Benito, Texas 78586

- **Tentative Time Line**

1. September 24, 2021 to October 4, 2021 - Vendors work on bid.
2. October 8, 2021 at 10:00 a.m. - **Vendor must submit one (3) set of bid documents sealed in an envelope to:**

City of San Benito,  
c/o Ruth McGinnis, City Secretary,  
San Benito Municipal Building  
401 North Sam Houston  
San Benito, Texas 78586

### **12 MONTH SUPPLY OF ROAD MATERIALS BID # 2021-0050**

*The above noted information must be included on bid letter size envelope and on any carrier's envelope/package. City of San Benito will not be held responsible for missing, lost or late mail. City of San Benito, will not accept facsimile or electronic transmission of sealed bids.*

3. October 11, 2021- Open bids at 10:00 a.m.
4. October 12, 2021- Provide Final Recommendations
5. October 19, 2021 - Send to City Commission for approval

All fields (UNIT PRICE, TOTAL PRICE, ETC) in the Bid Schedule must be filled.

**Failure to submit any of the above information with the sealed bid will disqualify bid.**

- **Or Equal**

Brand name or manufacturer's reference used in this request is descriptive – not restrictive – it is

intended to indicate type and quality desired. Brands of like nature and quality will be considered. If bidding on other than referenced specifications please provide complete descriptive information of said article.

- **Pricing**

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices indicated shall govern. **Price shall remain in effect until the products have been received.**

- **Quality of Products**

All items must be new, in first class condition, including containers suitable for shipment and storage. No substitutions in standard grades or lesser quality will be accepted.

- **Determining Factors for Award**

1. Bidders net price on bid items
2. Stock availability
3. Reputation of the bidder
4. Delivery
5. Safety record will be considered when determining the responsibility of the bidder

- **Tax Identification Number (TIN)**

In accordance with IRS Publication 1220, a W9 form, will be required of all vendors doing business with the City of San Benito. If a W9 not made available to City of San Benito, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9 Attached is sample form.**

- **Taxes**

The City of San Benito is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the bid. If it is determined that tax was included in the bid it will not be included in the tabulation, any awards, or payments to the contractor. Tax exemption certificates will be furnished upon request.

- **Signing of Bid**

- **Failure to manually sign bid will disqualify it. Person signing bid should show title or authority to bind their firm to a contract EEOC Guidelines**

During the performance of this contract, the contractor agrees not to discriminate against any

employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged condition.

- **Contract and Purchase Order**

The products shall be delivered in a timely manner to the location specified in the Purchase Order. A contract for the products will be placed into effect by means of a purchase order issued by the City of San Benito after tabulation and final approval by the City Commission of the City of San Benito

- **City of San Benito, Rights**

1. If only one or no bid is received by "submission date", the City of San Benito has the right to reject, re-bid, accept and/or extend the bid by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all bids and to make award as they may appear to be advantageous to the City of San Benito.
3. The right to hold bid for 90 days from submission date without action, and to waive all formalities in bid.
4. The right to extend the total bid beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (The "City" and vendor/contractor) and if bidder/vendor holds original bid prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the City of San Benito for City's convenience.
6. In bid, stipulate whether an increase or decrease in services will affect bid price.

- **Corrections**

Any interpretation, correction, or change to the invitation to bid will be made by ADDENDUM. Changes or corrections will be issued by the City of San Benito **Addenda will be emailed or faxed to all who have returned the Bid Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the City of San Benito prior to submitting a response to the invitation to bid to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to bid. Addenda may be posted on the City of San Benito website

**REQUIREMENT AND SPECIFICATIONS**

Bid Number:	2021-0050
Item Being Bid:	12 Month Supply of Road Materials
Date Bids Due:	Friday October 8, 2021 @ 10:00 a.m.
Date Bids Opened:	Monday October 11, 2021 @ 10:00 a.m.

Vendor Name:	
Vendor Phone & Fax:	
Vendor Email:	
Vendor Address:	
City, State, Zip:	

Item #	Description	QTY	Unit Price	Extended Price
1	Hot Mix (asphalt)	9,000 ton		
2	Limestone	500 ton		
3	Cold Mix	700 ton		
4	Caliche	17,090 ton		
5	Lime Powder	3300bags		
6	TAC Oil	8,000gal		
7	Liquid Lime	24,000 ton		
8	Concrete 3000 PSI	300cy		
9	Concrete 4000 PSI	200cy		

The City's payment terms are net 30 days. This contract shall be for a period of one (1) year from November 1, 2021 through October 31, 2022.

Representative Signature: \_\_\_\_\_

Representative Print Name: \_\_\_\_\_

# SUMMARY

This specification shall govern all labor, materials, equipment and appliances necessary for the annual supply of chemicals for the purposes of purifying the treatment processes in both water and wastewater plants.

## **SUBMITALS**

MSDS Sheets

Provide a list of names and some type of identification on the delivery trucks and their drivers.

Provide a list of references (local in the Valley, if any) in which they have done business with in the last three years.

Insurance: The Vendor at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from vendors operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

1. Workmen's compensation claims, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury. Occupational sickness or disease, or death of his employees and insured by usual bodily injury liability coverage;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees and claims insured by usual bodily injury liability coverage's and;
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificate of Insurance: before commencing the contract, the successful vendors shall file with the City of San Benito a valid Certificate of Insurance acceptable to the City of San Benito. Such Certificate shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the City of San Benito.

All costs associated with delivery/transportation of the chemical product shall be included in the chemical cost, including fees per invoice, tank rental, and/or any other fees associated with the product; such as surcharge fees associated energy cost, fuel charge and/or hazardous material fees.

## **Bid Bond**

Not requerid

Bid Number:	<b>2021-0050</b>
Item Being Bid:	<b>Road Materials</b>
Date Bids Due:	Friday October 8, 2021 @ 10:00 a.m.
Date Bids Opened:	Monday October 11, 2021 @ 10:00 a.m.

The Purchase Order quantities are subject to City of San Benito right to increase or decrease quantities as deemed necessary. Stipulate below, if an increase or decrease in quantity affects bid price:

No, an increase or decrease in quantities will not affect bid price

Yes, an increase or decrease in quantities will not affect bid price

Respectfully submitted,

By: \_\_ Signature **(Failure to sign will disqualify bid)**

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Email Address

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

*Note.* If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-					
	-		-						
or									
<b>Employer identification number</b>									
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	-		-		-		-		

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## **GENERAL INSTRUCTIONS TO BIDDERS**

### ***Notice to Bidders***

Sealed bids will be received until the time, at the location, and for the products/services specified on the attached Bid Invitation form and as further specified. These bids will be publicly opened at the City of San Benito office at San Benito Municipal Building 401 N. Sam Houston, San Benito TX 78586, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the City Commission for award of contract. The City of San Benito reserves the right to review all bids submitted for a period of sixty (60) days after the date of bid opening.

### ***How to Submit a Bid***

All bids shall be submitted in **letter size sealed envelopes**, mailed or delivered to: The City of San Benito, c/o Ruth McGinnis, City Secretary, at San Benito Municipal Building 401 North Sam Houston, San Benito, TX 78586, and plainly marked on the outside with **bid number**: It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

### ***Purpose of Bid***

The City of San Benito intends to secure a source of supply for the product(s) and service(s) at the lowest price; satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the City of San Benito. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

### ***Rejection of Bids***

The City of San Benito reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the City of San Benito and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

### ***Quantities***

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the City of San Benito as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid and the City of San Benito reserves the right to increase or decrease quantities as required.

### ***Bidding on Equivalent Products***

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade, quality or other specification of material only. Since the City of San Benito does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the City of San Benito that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The City of San Benito shall be the sole judge concerning the merits of bids submitted.

### ***Trade Discounts and Price Variances***

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail.

The City of San Benito will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The City of San Benito intends to evaluate any and all cooperative purchasing options available. When preparing your bid, please include alternates for cooperative purchasing programs offered by your firm or the manufacturer's that you represent that the City of San Benito would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

### ***Submissions***

Bidders must submit one (3) copies of BID-CONTRACT

A. Unless otherwise specified, bidders must use BID-CONTRACT forms furnished by the City of San Benito. Failure to do so may cause a bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.

B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in longhand, hi ink, by the principal authorized to make contracts. All quotations shall be typewritten or filled in with pen and ink.

### ***Descriptive Data***

Bidders must enclose with their bid forms two copies of data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

### ***Identification of Bidder***

State the full name and address of the organization and any local branches that will be used in the project. Indicate whether you operate as an individual, partnership or corporation. If a joint venture or sub-contractor relationship is contemplated, name the firms and principals involved and give all pertinent information about the organization, similar to the information you supply.

### ***Assignment of Contract***

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his/her right, title or interest in or to same, or any part thereof, without previous consent in writing from the City of San Benito, endorsed on or attached to the Contract.

### ***Service and Parts***

Bidders must be prepared to submit evidence to the City of San Benito, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

### ***Guarantees/Warranties***

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

### ***Delivery and/or Completion***

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the City of San Benito for late performance, shall be the responsibility of the vendor.

***Manuals, Instructions, Etc.***

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished to the City of San Benito.

***Samples and/or Demonstrations***

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City of San Benito unless otherwise stated in the Bid Documents. If samples should be requested, such samples are to be provided at the expense of the bidder and become the property of City of San Benito unless other agreement is accepted by the City of San Benito.

***Quality***

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the City of San Benito.

***Default Provision***

In case of default by the bidder or contractor, the City of San Benito may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

***Compliance with Law***

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the City of San Benito from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

***Liability Insurance***

The successful bidder must carry Public Liability Insurance with limits of at least \$500,000 to \$1,000,000 to protect the City of San Benito. Said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the City of San Benito will not be liable in any way for any claim evolving from said work in carrying out the contract.

***Delivery Provisions***

Bid price is to be based upon the delivery terms of Free on Board to each of the City of San Benito facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the City of San Benito.

***Withdrawal of Bids***

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the City of San Benito prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the City of San Benito Budget and Finance Director after time specified for bid opening will not be considered.

### ***Taxes***

The City of San Benito is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the City of San Benito.

### ***Hold Harmless Agreement***

The successful bidder shall agree to save and hold harmless and defend the City of San Benito from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

### ***Bid Costs***

All Bid costs are the responsibility of the bidder. City of San Benito will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

### ***Further Information or Clarification***

Before submitting a Bid, bidder should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidder should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the City of San Benito Finance Director no later than five (5) business days prior to the date of the receipt of bids. The City of San Benito Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the City of San Benito nor the Finance Director will be responsible for any oral instructions.

City of San Benito reserves the right to request any additional information that it may deem necessary before or after the proposal has been received. Should you wish to request any additional information or clarification on this bid; you must do so in writing via email or other delivery method that shall be your sole responsibility prior to the opening of the bids. The City of San Benito shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

Should the City of San Benito deem it appropriate to respond to your request for additional information; both your request and the City's response will be provided to the other bidders.

Your request is to be submitted to:

City of San Benito,  
c/o Ruth McGinnis, City Secretary  
San Benito Municipal Building  
401 North Sam Houston Boulevard  
San Benito, Texas 78586