

GENERAL TERMS & CONDITIONS

ACCESSIBILITY

The city of Lancaster Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for pre-bid meetings or bid openings, please contact the City Secretary's Office 48 hours in advance at (972) 218-1112.

ADDENDA

Any interpretations, corrections or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the city of Lancaster Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this bid.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Agent. Such consent shall not relieve the assignor of liability in event of default by their assignee.

AWARD

The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.

BID CONSIDERATION / TABULATION

After bids are unsealed, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

-  The purchase price;
-  The reputation of the bidder and of the bidder's goods or services;
-  The quality of the bidders' goods or services;
-  The extent to which the goods or services meet the municipality's needs;
-  The bidder's past relationship with the municipality;
-  The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
-  The total long-term cost to the municipality to acquire the bidder's goods or services; and
-  Any relevant criteria specifically listed in the request for bids or proposals.

BID SUBMISSION

Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us if you require any assistance with the submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated. Emailed or Fax submissions will not be accepted. Paper submission must be sealed and submitted prior to the closing date and time.

Any paper submission received after stated due date and time will be returned unopened. If proposals are sent by mail to the Purchasing Agent, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Agent before the advertised date and hour for opening of proposals.

If mail is delayed by the postal service, courier service, or in the internal mail system of the city of Lancaster beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering the brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice and with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made with out submission of a written request to this bid will result in disqualification.***

CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5. Subtitle C, chapter 171.

DEFAULT

In case of default of the successful bidder, the city of Lancaster may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Lancaster, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Lancaster considers delivery time to be that period elapsing from the time the individual order is placed until that order or work is received by the City at the specified delivery location. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. If the delay is unforeseen, the city has the right to extend delivery time if reason appears valid. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

DISCRIMINATION

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

ETHICS

The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official or agent of the city of Lancaster.

EXCEPTIONS / SUBSTITUTIONS

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The city of Lancaster reserves the right to accept any and all or none of the exceptions(s) / substitutions(s) deemed to be in the best interest of the City.

FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their

usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Lancaster supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Agent and approved by the appropriate City Official(s) before submission of the bid.

PATENTS / COPYRIGHTS

The successful bidder agrees to protect the City of Lancaster from claims involving infringement of patents and/or copyrights.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Agent the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Lancaster to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

PROVISIONAL CLAUSES

The city of Lancaster will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and

guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

TERMINATION OF CONTRACT

This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state the reasons for such cancellation. The city of Lancaster reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT

The city of Lancaster reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Lancaster reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city of Lancaster to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The city may take possession of all goods, fixtures and materials of successful bidder and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. The City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Lancaster shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas and performable in the city of Lancaster.

WAGES

Successful bidder shall pay or cause to be paid, without cost or expense to the city of Lancaster, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

WARRANTY

Successful bidder shall warrant that all items/ services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed.