

INVITATION FOR BID

The City of Texarkana, Texas, will receive sealed bids at the Finance Office, 3rd Floor, 220 Texas Blvd., Texarkana, Texas 75501. For the following:

Police Vehicle Accessories
IFB 20-1905-16

Bid opening will be at **2:00 p.m. CST, Tuesday, March 3, 2020** in the 2nd Floor Conference Room, 220 Texas Blvd, Texarkana, Texas 75501.

Solicitation Documents and Plans will be available on the City's Website https://www.ci.texarkana.tx.us/346/Purchasing, Current Bidding Opportunities or email kimberly.russ@txkusa.org.

INVITATION FOR BID
Police Vehicle Accessories
IFB 20-1905-16

Date: February 11, 2020

CITY OF TEXARKANA, TEXAS
FINANCE DEPARTMENT
220 TEXAS BLVD.
TEXARKANA, TX 75501
PH: (903) 798-3923
kimberly.russ@txkusa.org

PLEASE FILL IN ORGANIZATION NAME AND ADDRESS IN THE SPACE PROVIDED BELOW:

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED RESPONDENT BY SIGNING BELOW CERTIFIES THEY HAVE EXAMINED THE INVITATION FOR BID, THE CONTRACT DOCUMENTS (WHICH MAY INCLUDE THE ADVERTISEMENT FOR THE INVITATION FOR BID, SOLICITATION INSTRUCTIONS, SOLICITATION, SOLICITATION DATA, CONTRACT AGREEMENT, PURCHASE ORDER, PERFORMANCE BOND, PAYMENT BOND, STANDARD TERMS AND CONDITIONS, SPECIAL CONDITIONS, SPECIFICATIONS, DRAWINGS, ADDENDA, CHANGE ORDERS, AS WELL AS THE SPECIFICATIONS AND DATA SUBMITTED BY PROPOSER); THAT THEY HAVE MADE ALL EXAMINATIONS OF THE CONTRACT DOCUMENTS AND PROPERTY, WHETHER REAL OR PERSONAL, OF WHICH THIS SOLICITATION IS CONCERNED, AND THAT THEY FULLY AND COMPLETELY UNDERSTAND THE REQUIREMENTS SET FORTH IN THIS SOLICITATION AND THE CONTRACT DOCUMENTS. BY SIGNING BELOW, THE UNDERSIGNED RESPONDENT REPRESENTS THEY ARE AUTHORIZED TO BIND THE COMPANY AND BY SIGNATURE THEY ARE SIGNING A BINDING CONTRACT WHICH INCLUDES ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

Signature:_____ **Title:**_____

Print Name: _____ **Date:**_____

RETURN THIS ENTIRE DOCUMENT WITH YOUR RESPONSE

I. STANDARD TERMS AND CONDITIONS

1. **APPLICATION:** These standard terms and conditions shall apply to all City of Texarkana, Texas (hereafter referred to as "City") solicitations and procurements, unless specifically excepted in the solicitation specifications or additional documents negotiated by the parties prior to formal award.

2. **REQUIREMENTS:** By submitting a response to this solicitation, respondent agrees to provide the City with the agreed upon services and/or goods described in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications, any subsequent addendums issued prior to the date of the opening, and any negotiated terms subsequent to the acceptance of submissions.

3. **SOLICIATION:** Responses may be submitted in person or by mail as follows:

   (a) Submit response via mail to the City of Texarkana, Texas, Attn: Kim Russ, P. O. Box 1967, Texarkana, Texas 75504 or in person to City of Texarkana, Texas, Finance Office, 220 Texas Blvd., Texarkana, Texas.

   (b) Response must be sealed and clearly labeled with your company name, the solicitation name, and the solicitation number.

   (c) To submit a response via mail, all documents must be returned and an original signature provided on the solicitation document.

   (d) Solicitation responses will not be accepted in either format without a signature.

   (e) The City is not responsible for mail service.

   All respondents understand and agree that the respondent's solicitation response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

4. **LEGAL COMPLIANCE:** Respondent must comply with all Federal, State and Local law, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

5. **ESTIMATED QUANTITIES:** If the solicitation indicates estimated quantities, such quantities are estimated only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

6. **MODIFICATIONS AND ADDENDUMS:** The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential respondents, but failure to notify shall impose no liability or obligation on the City. **It is the respondent's responsibility to check for any addenda.** Addenda will be posted to the City's website at https://www.ci.texarkana.tx.us/346/Purchasing.

All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Respondents are responsible for incorporating any and all modifications and addendums into their submissions.

7. **CONTRACT/SOLICITATION DOCUMENTS:** It is understood and agreed that the advertisement, solicitation instructions, solicitation, solicitation data, contract agreement, purchase order, performance bond, payment bond, standard terms and conditions, special conditions, specifications, drawings, addenda, and change orders issued by City, and specifications and data furnished by respondent and accepted by City, are the contract or solicitation documents and by executing this document, respondent agrees to be bound by the terms and conditions of the contract/solicitation documents. Reference to contract documents, solicitation documents, bid documents or proposal documents shall have the same meaning.

8. **INTERPRETATION OF SOLICITATION DOCUMENTS:** The City is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a response, of any portion of the solicitation documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing. By submission, respondent is representing that he/she has read and fully understands the specifications and requirements of the solicitation documents. Respondent, by signature, declares that the amount and nature of the materials/services required is understood and that this solicitation is in strict accordance with the requirements of the solicitation and is a part of this solicitation, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the solicitations are opened.

9. **LATE SUBMISSIONS:** Submissions must be received in the Finance Office by the time specified in the solicitation. The City will not accept late submissions and is not responsible for the lateness or non-delivery of submissions by the Postal Service or any private delivery firm.

10. **MINOR IRREGULARITIES:** The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted responses to this solicitation.

11. **RESPONSIVENESS OF SUBMISSIONS:** The City wants to receive competitive pricing but will declare as being non-responsive submissions that fail to meet significant requirements outlined in the solicitation documents.

12. **REQUEST FOR NON-CONSIDERATION OR WITHDRAWAL OF SUBMISSIONS:** Submissions deposited with the City may be withdrawn prior to the time set for opening of the solicitation response. Request for non-consideration of a submission must be made in writing to the Contracts Manager and received by the City prior to the time set for opening of the solicitation submissions. Once a submission has been withdrawn, it can no longer be considered. After other solicitation submissions are opened and publicly read, the submission for which non-consideration is properly requested may be returned unopened. A solicitation submission may not be withdrawn after it has been opened, and the respondent, in submitting the same, warrants and guarantees that his/her response has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such submission will not and cannot be withdrawn because of any mistake committed by the respondent.

13. **DISQUALIFICATION OF RESPONDENT:** The City may disqualify respondents, and their submissions will not be considered, for any of the following reasons:

    (a) Reason for believing collusion exists among respondents;

    (b) Respondent being in arrears or default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price solicitation or agreed upon;

    (c) Respondent's lack of financial stability;

    (d) Any factor concerning the respondent's inability to provide the quantity, quality, and timeliness of services specified in the solicitation;

    (e) Respondent is involved in a current or pending lawsuit with the City;

    (f) Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded;

    (g) Respondent's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and

    (h) Respondent's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

14. **COST OF SUBMISSIONS:** The cost of submitting responses to this solicitation shall be borne by the respondent. The City will not be liable for any costs incurred by a respondent associated with the preparation, transmittal, or presentation of any response or materials submitted in response to any solicitation, quotation, or proposal.

15. **BOND:** All submissions on construction projects in the amount of $50,000 or more must include a Bid Bond based on 5% of your solicitation total. A Payment Bond (in the full amount of your winning award) and insurance will be required of the respondent awarded the solicitation. Please factor these costs into your response.

    An Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See the Specifications for detailed insurance requirements if applicable.

16. **AWARD:** The City reserves the right to accept or reject any and all responses to this solicitation in whole or in part and waive any minor technicality and enter into any contract deemed to provide the best value to the City. The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire solicitation.

17. **PERMITS:** The successful respondent is responsible for obtaining any and all City permits when the project requires.

18. **DELIVERY:** The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If an order is given and the respondent fails to furnish the materials or services by the guaranteed date, the City reserves the right to cancel the order without liability on its part.

19. **DELIVERY DATE:** The delivery date is an important factor to the City and may be required to be a part of each solicitation. City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.

    Whenever respondent encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), respondent shall immediately give notice thereof in writing to the Contracts Manager, stating all relevant information with respect thereto. 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. 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.

20. **FAILURE TO DELIVER SERVICES:** If a respondent is unable to deliver the quantity or quality of specified services or is unable to deliver within a time period agreed upon prior to award, the City shall be authorized to purchase from any other available, source, consistent with State of Texas Procurement statutes.

21. **TAXPAYER IDENTIFICATION:** Respondents must provide the City a current Internal Revenue Service Form W-9, Request for Taxpayer Identification and Certification, before services can be procured from the respondent.

22. **TAXES:** The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a respondent's invoice, they will not be paid. Additionally, respondents cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

23. **PAYMENT:** Payment for all undisputed invoices will be made net 30 days after the invoice is received by the City.

24. **OUTSTANDING LIABILITIES:** Respondents shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Submissions will be considered non-responsible and not given further consideration if submitted by a respondent with such outstanding liabilities.

25. **OFFSET: T**he City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a respondent, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

26. **INDEPENDENT CONTRACTORS:** It is expressly agreed and understood by both parties that the City is contracting with successful respondent as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful respondent, and the successful respondent has no authority to bind the City.

27. **GOVERNING LAW AND VENUE:** All proposals submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City, and the laws and court decisions of the State of Texas. Venue shall be in Bowie County, Texas.

28. **CONTROLLING DOCUMENTS:** In the case of a discrepancy between the solicitation and the formal contract, the formal contract will prevail and control.

29. **ASSIGNMENT:** Respondent shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's Contracts Manager. Assignment of the contract, if approved by the City, shall not relieve the respondent's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

30. **TERMINATION:** City shall have the right to terminate and cancel this contract if one of the following conditions occurs, notice of default is given to the respondent by the City's contracts manager, and the respondent continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default:

    (a) The work to be done under the contract is abandoned by respondent;

    (b) The contract is assigned without the written consent of City;

    (c) The respondent is adjudged bankrupt or files for voluntary bankruptcy;

    (d) A general assignment of assets is made for the benefit of creditors;

    (e) A receiver is appointed for the respondent;

    (f) It is determined that the performance of work under this contract is being unnecessarily delayed;

    (g) The respondent violates any conditions of this contract;

    (h) The respondent executed any condition of this contract in bad faith or otherwise not in accordance with the terms of the contract;

    (i) The work is not substantially completed within the time named for its completion or within the time to which such completion date may have been extended;

    (j) Notwithstanding the above, the City may also cancel a contract for convenience and without cause with thirty days written notice.

    (k) In any cancellation of contract, the City will pay the respondent for any and all undisputed amounts for services provided and accepted up to and including the date of termination.

31. **INDEMNIFICATION:** Respondent is solely responsible for and shall defend, indemnify, and hold the City, its representatives, agents, appointees, volunteers, or employees free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, or death of any person or any damage or injury to or destruction of real or personal property including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of respondent, any contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is

caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to respondent, its agents or employees, whether occasioned by respondent or its employees, the owner or his/her employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

32. **FUNDING:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

33. **SOLICITATION RESULTS:** The City normally posts solicitation results online by the end of the next business day after projects are awarded. The City's web site is www.ci.texarkana.tx.us. Results are on the Purchasing solicitation page, in the same place as the original solicitation documents. In the case of a Request for Proposal, only the names of the respondents are listed. Results are for informational purposes only and are not a notice of award.

34. **INTERPRETATION:** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

35. **NO WAIVER:** Neither the inspection by the City or any of its officials, employees, agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees, nor any action of the City shall operate as a waiver of any provision of the Contract Documents, or of any power herein reserved to the City, or of any right to damages herein, nor shall any waiver of any breach in the Contract Documents be held to be a waiver of any other or subsequent breach.

37. **DISPUTE RESOLUTION:** If a dispute arises between the parties relating to rights, duties, or obligations arising out of the Contract Documents, the parties agree to the following dispute resolution procedures:

    (a) A meeting shall be held promptly between the parties or their designated representatives to attempt in good faith to informally negotiate a resolution of the dispute. Such negotiations may include one or both parties securing legal counsel or consultants who may participate in the negotiation.

    (b) If resolution is not readily achieved by informal negotiations, the parties may agree to select a neutral third party ("NTP") to assist in resolution of the dispute. The NTP shall promptly convene a private meeting with all representatives of the parties to hear the parties' positions and render oral recommendations for resolution of the dispute. The recommendations of the NTP shall not be binding on any party. By separate written agreement, the parties may further define the role of the NTP and may expand the NTP to

consist of a team of persons possessing the necessary expertise. Use of the NTP is voluntary. No party will be deemed to be in breach of the Contract Documents solely because of a refusal to utilize a NTP.

(c) If resolution is not achieved by informal negotiations, the dispute shall be settled by mandatory arbitration in accordance with and governed by Texas state law. Each party shall select a disinterested representative; then the parties' respective shall choose a third person; and the three persons shall then comprise the "arbitration panel" with authority as provided under Chapter 171 of the Texas Civil Practice and Remedies Code. The arbitration panel shall then determine the matter in dispute, which determination shall be binding on both parties. Neither federal law nor the provisions of the Federal Arbitration Act shall apply to any arbitration required by this Contract.

(d) At all times during the course of any dispute resolution, the parties shall continue diligently and without delay to perform their respective obligations of the Contract.

(e) Each party shall pay its own costs and expenses, including attorney's fees, incurred during any facet of dispute resolution procedures outlined above. The fees and expenses of the NTP and arbitration panel shall be divided equally between the parties.

38. **NOTICE:** Any and all notices required pursuant to the terms of this Agreement shall be sent to the following:

As to City:

City of Texarkana, Texas
Attn: Kimberly Russ, Contracts Manager
Address: P. O. Box 1967
Texarkana, Texas 75501
Email: kimberly.russ@txkusa.org

As to respondent:

Name: _____

Attn: _____

Address: _____

_____

Email:_____

All notices, demands or communications required in accordance with the terms of this agreement, shall be sent by registered or certified mail, return receipt requested, by nationally recognized overnight courier service with notice effective five days after deposit in the mail or delivery to the courier service, or by email sent to the email address designated by the parties effective upon receipt of a delivery notice. The notices shall be sent to the addresses set forth above unless otherwise designated, in writing, by the parties.

39. **OPEN RECORDS:** Submissions do not become public record until an award is made. Trade secrets and other material considered confidential by the respondent should be clearly marked as such. If a request is made under the Texas Open Records Act (the "Act") to inspect information designated as trade secret or confidential in a solicitation, the City will forward the appropriate documents to the Attorney General of Texas who will contact the respondent to request sufficient written reasons and information as to why the information should be protected from disclosure. Upon review of the respondent's response the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly. The City has made no representation as to whether any information submitted by respondent to the City is excepted from required disclosure under the Act.

40. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed by respondents or potential respondents to local government entities. The requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

    A local government entity includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A local government officer means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

    Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75501 a Conflict of Interest Questionnaire that describes, among other things, affiliations or business relationships with the City officers, or certain family members or other businesses of the City officer, and certain employees or other contractors of the City with which such persons do business. These requirements are in addition to any other disclosures required by law. A violation of the filing requirements is a Class C misdemeanor.

    The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

41. **HB 1295 DISCLOSING INTERESTED PARTIES TO A CONTRACT:** House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

    §2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value

of at least $1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Texarkana Purchasing & Contract Management Department. Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/filinginfo/1295/.

42. **ANTI-LOBBYING PROVISION:** During the period between the proposal closing date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their solicitation with any member of the Texarkana, Texas City Council or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City. This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff.

II. INSTRUCTIONS

1. RESPONSE DELIVERY, TIME & DATE

1.1 The City of Texarkana, Texas will receive written responses to this solicitation until 2**:00 p.m. CST, Tuesday, March 3, 2020** at the office of the Contracts Manager listed below. Any response received after the date and hour specified will be rejected and returned unopened to the proposer. Responses must be addressed to:

Physical Address:
Contracts Manager
Finance Office
City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501

Mailing Address:
Contracts Manager
Finance Office
City of Texarkana, Texas
P.O. Box 1967
Texarkana, Texas 75504

1.2 The City reserves the right to postpone the date and time for accepting responses through an addendum.

2. PRE-SOLICITATION MEETING

2.1 Not applicable.

3. ADDENDA & MODIFICATIONS

3.1 Any changes, additions, or clarifications to the solicitation are made by addendum and will be posted on the City website at:

https://www.ci.texarkana.tx.us/346/Purchasing

under the Current Bidding Opportunities heading. It is the respondent's responsibility to check for any Addenda.

3.2 Any respondent in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Contracts Manager. At the request of the respondent, or in the event the Contracts Manager deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Contracts Manager. Such addendum issued by the Contracts Manager will be sent to all respondents receiving the original solicitation and will become part of the solicitation package having the same binding effect as provisions of the original solicitation. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the Contracts Manager no later than five (5) days prior to the solicitation closing date. Emails will be accepted at kimberly.russ@txkusa.org.

3.3 All addenda and interpretations of this solicitation shall be in writing. The City shall not be legally bound by any addenda or interpretation that is not in writing.

Only information supplied by the City in writing or in this solicitation should be used in preparing solicitation responses. All contacts that a respondent may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this solicitation should be disregarded in preparing responses.

3.4 The City does not assume responsibility for the receipt of any addendum sent to respondents.

3.5 A copy of all addenda issued must be signed and returned with your solicitation.

4. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

4.1 Each respondent shall carefully examine all solicitation documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the response meets the intent of this solicitation documents.

4.2 Before submitting a response, each respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this solicitation. Failure to make such investigations and examinations shall not relieve the respondent from the obligation to comply, in every detail, with all provisions and requirements of the solicitation.

4.3 To facilitate the clarification of requirements, please direct all questions concerning this RFP to Kimberly Russ, Contracts Manager, by way of email to kimberly.russ@txkusa.org. Responses to questions, if any, will be posted on the City's website. The deadline for any questions will be **Thursday, February 27, 2020 at 4:00 p.m. CST.**

5. SOLICITATION SUBMITTALS

5.1 Issuance of this solicitation does not commit the City, in any way, to pay any costs incurred in the preparation and submission of a response, nor does it obligate the City to enter into contract for any services or equipment. All costs related to the preparation and submission of a response shall be paid by the respondent.

5.2 Each response is to be submitted by the date and time indicated. Additional copies may be requested by the City if deemed necessary.

5.3 All proposals must include this solicitation document and any subsequent addenda and the respondent must sign and date their submission in the space provided. Identify the item proposed, including brand name and model number, if applicable. Enter unit price and extended cost in the columns provided, when applicable. In the event of discrepancies in extension, the unit price shall govern.

5.4 The City is exempt from Federal Excise, State Sales and Transportation taxes. Tax must not be included in this proposal. Tax exemption certificates will be executed upon request.

5.5 Any information regarding warranties and/or maintenance agreements pertaining to said proposal item(s) are to be included in the response.

5.6 Responses will not be considered unless pricing is F.O.B. delivered and includes all delivery and packaging costs. The number of calendar days required to place the materials in the City's receiving point under normal conditions must be shown on the solicitation response form. Failure to indicate delivery days will obligate respondent to complete delivery in two weeks. A minimum of five days better delivery will automatically break a tie proposal. Unrealistically short or undue long delivery promises may cause proposal to be disregarded. Consistent failure of a respondent to meet delivery promises without a valid reason may cause removal from the vendor list.

5.7 Prices must be firm for a minimum period of sixty (60) days. Submissions subject to price increases will not be considered.

5.8 All proposals, responses, inquiries, or correspondence relating to or in reference to this solicitation, and all reports, charts, and other documentation submitted by respondents shall become the property of the City when received.

6. LICENSES, PERMITS, TAXES

6.1 The price or prices included in this proposal shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

7. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

7.1 The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFP; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

7.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

8. SPECIFICATIONS

8.1 Any catalog, brand name or manufacturer's reference in the specifications is descriptive and not restrictive and is used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

8.2 If responding on other than reference or specifications, proposal must show the manufacturer, brand, trade name, catalog and/or lot number, etc., on the article offered and certify the article offered is equivalent to specifications. If other than the specified brand of item is offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with proposal.

8.3 Minor deviations from written specifications shall not necessarily disqualify a respondent's proposal. The City will be the sole determiner of what constitutes a minor deviation.

8.4 The City may deem it necessary to specify approved brands after conclusive testing, prior usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the approved brand list. Each sample must be marked with respondent's name and address. At respondent's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.

8.5 When specifications call for samples to be submitted, samples shall be delivered by the respondent, at respondent's expense, five days prior to the opening of responses. Each sample shall be clearly tagged to show respondent's name and address and proposal number.

9. AWARD

The City reserves the right to accept or reject any and all proposals in whole or in part and waive any minor technicality and enter into any contract deemed to provide the best value to the City. The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.

9.1 The contract may be awarded either to the lowest responsible respondent or to the respondent who provides goods or services at the best value for the City. In determining the best value for the City, the City may consider:

(a) The purchase price;

(b) The reputation of the respondent and of the respondent's goods or services;

(c) The quality of the respondent's goods or services;

(d) The extent to which the goods or services meet the City's needs;

(e) The respondent'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 non-profit organizations employing persons with disabilities;

(g) The total long-term cost to the City to acquire goods or services; and

(h) Any relevant criteria specifically listed in the solicitation.

9.2 All responses are evaluated for compliance with specifications before price is considered. Failure to comply with the listed Standard Terms and Conditions may result in disqualification of a response.

9.3 In case of a tie, preference will be given to local respondents.

9.4 Any contract made, or purchase order issued, as a result of this solicitation, shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

9.5 Responsible Contractor Criteria: The City shall consider only responsible contractors. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability

and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible contractor.

III. INTENT

It is the intent and purpose of the City that this request permits competitive pricing. It shall be the respondent's responsibility to advise the City if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be submitted in writing and must be received by the City Contracts Manager no later than five (5) business days prior to the solicitation closing date. A review of such notifications will be made.

IV. LIMITATION OF LIABILITY

Neither party hereto shall be liable to the other party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages excluding fines and penalties levied by the regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee or agent of the City.

V. SOLICITATION RESPONSE FORM UNIT PRICE CONTRACT

IFB 20-1905-16 POLICE VEHICLE ACCESSORIES

BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

BRAND	DESCRIPTION	PART #	QTY	UNIT PRICE	TOTAL COST
CODE 3	SIREN & LIGHT CONTROL, REMOTE HEAD, TO WORK WITH RX2747A3CC LIGHT BAR LISTED BELOW	3997RCC	1	$	$
CODE 3	REMOTE SIREN AND LIGHT CONTROLLER (FOR UNMARKED CARS)	3599L5	2	$	$
CODE 3	MEGA THIN OR SLIM GRILLE MOUNT - AMBER COLOR	ULT6-A	8	$	$
CODE 3	MEGATHIN RED LIGHTHEAD	ULT6-R	2	$	$
CODE 3	MEGATHIN BLUE LIGHTHEAD	ULT6-B	2	$	$
CODE 3	MIRROR MOUNT FOR ABOVE LIGHTHEADS ON SIDE MIRRORS	XT4MMNT	4	$	$
KUSSMAUL	USB DUAL PORT, TOTAL 4.2A, CHARGING ONLY, MEASURES 1.45 INCH X 0.83 INCH	091-219-4	4	$	$
STALKER	RADAR SYSTEM, COMPLETE KIT, STALKER AA07, DSR 2X RADAR WITH FAST LOCK REMOTE FOR 2020 FORD PI UTIL(TO INCLUDE KIT 200-0622-00 VSS CABLE KIT AND 200-1063-00 FI SUV REMOTE DISPLAY MOUNT, KA BAND, 006-0576-00 INSTALL INST. & 155-2211-00 REMOTE DISPLAY CABLE 10 FOOT)	DSR 2X	8	$	$
Streamlight	DC CHARGER CORD	22051	3	$	$
Streamlight	SL CHARGER SLEEVE	22052	3	$	$
WHELEN	VERTEX TO INSTALL IN REAR TAILLIGHTS WITH 9' CABLE - AMBER COLOR	VTX609A	8	$	$
WHELEN	48" SOLO AMBER WITH DEDICATED TAKE DOWNS & ALLEY LIGHTS W/TRAFFIC ADVISOR WILL BE HEADACHE RACK MOUNTED	CY8SP1A	3	$	$
WHELEN	MICRON SURFACE MOUNT SUPERLED LIGHTHEAD, RED/BLUE SPLIT WITH BLACK SHROUD (FRONT BUMPER) 2020 FORD PI UTIL	MCRNSJ	6	$	$
WHELEN	MICRON STUD MOUNT LED HEAD TO MOUNT IN GRILL SLOT OF 2020 FORD PI UTILITY, BLUE/WHITE COLOR	MCRNTE	3	$	$
WHELEN	MICRON STUD MOUNT LED HEAD TO MOUNT IN GRILL SLOT OF 2020 FORD PI UTILITY, RED/WHITE COLOR	MCRNTD	3	$	$
				GRAND TOTAL	**$**

City of Texarkana, Texas

Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 793, adopted by the 86th Legislature, modifies the provisions of HB 89 (2017) §2270.001, Texas Government Code, Section Subtitle F, Title 10, which provides that neither a state agency nor a political subdivision may enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract – by providing that: (1) "company" does not include a sole proprietorship; and (2) the law applies only to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees; and (b) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (September 1, 2019)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

CompanyName:_____

Signature:_____ **Title:**_____

Print Name: _____ **Date:**_____