



**BEXAR METROPOLITAN WATER DISTRICT
INVITATION FOR BID (IFB)
(THIS IS NOT AN ORDER)**

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| IFB Number: IFB 2011-021 | IFB Title: Personal Protective Equipment (PPE), Safety and Miscellaneous Supplies (IDIQ) |
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| IFB Due Date and Time: August 5, 2011 at 10:00 a.m. (CST) | Number of Pages: 38 |
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ISSUING INFORMATION

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| Purchasing Officer: Alice H. Huron, Buyer Email: ahhuron@bexarmet.org | Issue Date: July 18, 2011 |
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| Purchasing Department Bexar Metropolitan Water District 2047 W. Malone San Antonio, Texas 78225 (Attn: Karen Guerrero, Purchasing Manager) Email: kkguerrero@bexarmet.org | Phone: (210) 354-6526 Fax: (210) 357-5725 Website: http://www.bexarmet.org |
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INSTRUCTIONS TO BIDDERS

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| COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING INFORMATION." Submit One (1) original and two (2) copies | Mark Face of Envelope/Package: IFB Number: 2011-021 IFB Due Date: August 5, 2011 at 10:00 a.m. (CST) |
| | Special Instructions: A pre-bid conference will be held on July 27, 2011 at 2:00 p.m. at 2047 W. Malone, San Antonio, Texas 78225. Attendance is not mandatory, but highly recommended. |

BIDDERS MUST COMPLETE THE FOLLOWING

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| Payment Terms: | Delivery Date: |
| Bidder Name/Address: | Authorized Bidder Signature: (Please print name and sign in ink) |
| Bidder Phone Number: | Bidder FAX Number: |

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| Bidder E-mail Address: |
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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Pages identified on the right border of the page with an asterisk (*) must be completed and included with your bid proposal. Failure to do so may declare your bid proposal as non-responsive.

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Standard Terms and Conditions

By submitting a response to this invitation for bid, limited solicitation, or acceptance of a contract, the Bidder agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The District reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

COMMUNICATION: Vendors are prohibited from communicating with BexarMet staff other than the contact person within this solicitation. Communication with anyone other than the contact person within this solicitation may deem your bid as non-responsive.

ACCESS AND RETENTION OF RECORDS: The bidder agrees to provide the District, or their authorized agents, access to any records necessary to determine contract compliance. The bidder agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by Bexar Metropolitan Water District.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the District's solicitation document and a bidder's response, the language contained in the District's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the bidder's disqualification and possible debarment. Altering the Bid Line Item Schedule may deem your bid as non-responsive. Bidders must bid as specified.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The bidder shall not assign, transfer or subcontract any portion of the contract without the express written consent of Bexar Metropolitan Water District.

AUTHORITY: The attached bid, request for proposal, or contract is issued under authority of Chapter 49, Texas Water Code and applicable Texas Procurement Laws.

COMPLIANCE WITH LAWS: The bidder must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the bidder subjects subcontractors to the same provision. Further, the bidder agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the District's Purchasing Department. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the bidder's expense.

DEBARMENT: The bidder certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared in-eligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by the District.

DISABILITY ACCOMMODATIONS: The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile (fax) responses **will not** be accepted for any solicitations published. **Bids or portions thereof, received after the due time will not be considered.**

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror that a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with Bexar Metropolitan Water District.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The bidder agrees to protect, defend, and save the District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the bidder and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the District, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, **late bids and proposals** will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and will be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services **OR** receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the District is allowed 30 days to pay such invoices. All bidders will be required to provide banking information at the time of contract execution in order to facilitate District's payment of funds.

REFERENCE TO CONTRACT: The **contract or purchase order number MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. Failure to do so might delay the payment process.

REGISTRATION WITH THE SECRETARY OF STATE: Any entity intending to transact business with the District must be registered with the Secretary of State. Businesses that are incorporated in another state but are conducting activity in Texas, must determine whether they are transacting business in Texas. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Texas, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Texas. To obtain registration materials, call the Office of the Secretary of State at (512) 463-5555, or visit their website at <http://www.sos.state.tx.us/>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Bidders shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document at the scheduled pre-bid conference, if any, or by email by the date specified in the IFB.

TAX EXEMPTION: The District is exempt from Federal and State taxes.

TERMINATION OF CONTRACT: Unless otherwise stated, the District may, by written notice to the bidder, reserves the right to terminate the contract with or without cause at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: Bexar Met, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES: The bidder warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the District. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

Bexar Metropolitan Water District (hereinafter referred to as “Bexar Met or “District”) is seeking bids for the purchase of Personal Protective Equipment (PPE), Safety and Miscellaneous Supplies. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term shall be for an initial period of three (3) years from the date a contract purchase order number is issued and ending three (3) years thereafter. Renewal of the contract is optional and will be for two (2) additional 1-year periods, if mutually agreeable to both parties, under the original pricing, terms and conditions. The percent discount must remain unchanged throughout the contract period. Discounts offered by awarded Bidders are to be applied to the items listed in the most current catalog. This discounted price then becomes the ceiling and maximum price. Additional discounts or lower quoted prices may be offered on an individual basis. The length for this IFB contract will not exceed a total of five (5) years.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Purchasing Contact Information. Contact information for the procurement officer is as follows:

Purchasing Contact: **Alice H. Huron, Buyer**
Address: **2047 W. Malone**
Telephone Number: **(210) 354-6526**
Fax Number: **(210) 357-5725**
E-mail Address: ahhuron@bexarmet.org

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Purchasing Manager in writing. The bidder making such request will be solely responsible for its timely receipt by the Purchasing Manager. Replies to such notices may be made in the form of an addendum to the solicitation and posted or advertised if warranted.

1.2.3 Interpretation or Representations. The District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The District is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be conducted at **2:00 p.m.** on **July 27, 2011** at District Headquarters, 2047 W. Malone, San Antonio, Texas 78225. Bidders are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the District of any ambiguities, inconsistencies, or errors discovered upon examination of this IFB. All responses to questions at the pre-bid conference will be oral and in no way binding on the District.

1.4 BID SUBMISSION

1.4.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **IFB 2011-021**. *Bids must be received at the receptionist's desk of the Bexar Metropolitan Water District, 2047 W. Malone, San Antonio, Texas 78225 prior to 10:00 a.m., local time, on August 5, 2011.* All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.4.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.4.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the District from obtaining the best possible supply or service. It further implies that the respective bidder has read and agrees to the terms and conditions set forth in this IFB.

1.4.4 Descriptive Literature. Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The District reserves the right to examine products further to determine compliance with any stated specifications.

1.4.5 Errors or Omissions. BexarMet is not responsible for any bidder errors or omissions.

1.4.6 Schedule of Events

Issue Date: **July 18, 2011**

Date of Pre-bid Conference: **July 27, 2011 at 2:00 p.m.**

Last Day for Questions: **July 28, 2011 at 5:00 p.m.**

Date Bids Due: **August 5, 2011 at 10:00 a.m.**

1.5 CHANGE OR WITHDRAWAL OF BIDS

1.5.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Purchasing Manager listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing (e-mail notices containing prices are not allowed and will be disqualified).

1.5.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations. The bidder shall submit verification of the correct bid to the District prior to the final award by the District.

1.6 BID AWARDS

1.6.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder(s) who offers the lowest cost or percentage points (if applicable) to the District in accordance with the specifications set forth in the invitation for bid. BexarMet reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by type, item by item, or lump sum total, whichever may be most advantageous to the District.

1.6.2 Rejection of Bids. While the District has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the District to award and execute a contract. Upon a determination such actions would be in its best interest, the District, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB;
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid; or
- If awarded, terminate any contract if the District determines adequate funds are not available.
- consider an IFB as non-responsive if the solicitation has been altered in any way, shape, or form.
- cancel a solicitation if a vendor has communicated with any person (s) other than the individual(s) listed in this IFB.

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.0.2 Guaranteed Delivery. Due to the need of the District, delivery must be guaranteed to be completed on or before five (5) days of issue of a purchase order or a timeframe mutually agreed to by both the District's user department and Bidder.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the District's premises," as used in this clause, means free of expense to the District and delivered to the location specified. The Bidder shall and if applicable:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the District at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Delivery Location.

Warehouse, 2047 W. Malone, San Antonio, Texas 78225. Deliveries will only be accepted during the hours of 8:30 a.m. to 11:00 a.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday. **DELIVERIES ON WEEKENDS AND HOLIDAYS WILL NOT ACCEPTED.**

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.1 MEETINGS

The bidder is required to meet with the District's representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by bidder and the District in the performance of their respective obligations, at no additional cost to the District. Meetings will occur as problems arise and will be coordinated by the District Representative. The bidder will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the bidder's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

3.2 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Bidders are required to comply with the provisions of the Texas Workers' Compensation Act while performing work for the District. Proof of compliance must be in the form of workers' compensation insurance. Neither the bidder nor its employees are employees of the District.

3.3 INSURANCE REQUIREMENTS

3.3.1 General Requirements. The bidder shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the bidder, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

3.3.2 Primary Insurance. The bidder's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers and shall apply separately to each IFB or location. Any insurance or self-insurance maintained by BexarMet, its officers, officials, employees, or volunteers shall be in excess of the bidder's insurance and shall not contribute with it.

3.3.3 Specific Requirements for Automobile Liability. The bidder shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the bidder or its officers, agents, representatives, assigns, or subcontractors.

3.3.4 Additional Insured Status. The District, its officers and employees are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the bidder.

3.3.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or (2) at the expense of the bidder, the bidder shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

3.3.6 Certificate of Insurance/Endorsements. Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the District's solicitation number. This insurance must be maintained for the duration of the contract. The District must receive all required certificates and endorsements upon contract execution before a contract or purchase order will be issued. Work may not commence until a contract or purchase order is in place. The bidder must notify the District immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The District reserves the right to require complete copies of insurance policies at all times.

3.4 PATENT AND COPYRIGHT PROTECTION

3.4.1 Third Party Claim. In the event of any claim by any third party against the District that the products furnished under this contract infringe upon or violate any patent or copyright, the District shall promptly notify the bidder. The bidder shall defend such claim, in the District's name or its own name, as appropriate, but at the bidder's expense. The bidder will indemnify the District against all costs, damages, and attorney's fees that accrue as a result of such claim. If the District reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

3.4.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the bidder may, at its option, procure for the District the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the District shall be prevented by injunction, the District will determine if the contract has been breached.

3.5 BIDDER'S PERFORMANCE ASSESSMENTS

The District may conduct assessments of the bidder's performance. This contract may be terminated for one or more poor performance assessments. The bidder will have the opportunity to respond to poor performance assessments. The District will make any final decision to terminate this contract based on the assessment and any related information, the bidder's response, and the severity of any negative performance assessment. The bidder will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

3.6 BIDDER REGISTRATION (for construction ONLY)

The bidder must be registered with the Texas State Secretary *prior* to contract execution. The District cannot execute a contract for construction to a bidder who is not registered in accordance with applicable laws of Texas.

3.7 TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the bidder must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the District, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the District or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The District shall pay the bidder for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the District terminates a project or this contract for cause, then the District will be entitled to offset the cost of paying the bidder for the additional resources the bidder utilized in providing transition assistance with any damages the District may have otherwise accrued as a result of said termination.

3.8 CONTRACT TERMINATION

3.8.1 Termination for Convenience. The District may, by written notice to the bidder, terminate this contract without cause. The District shall give notice of termination to the bidder at least thirty (30) days prior to the effective date of termination.

3.8.2 Reduction of Funding. The District, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason.

3.9 COMPLIANCE WITH HB 341, ACT OF _____, 2011, 81ST LEG., R.S., ch. _____, 2011 TEX. GEN. LAWS

This Contract is subject to: (1) review by a water utility owned by a municipality with a population of more than one million in the area served by BexarMet (the "System") if the contract or other agreement is assumed by the System; and (2) termination by the System at the System's sole discretion, including the termination of all rights, duties, obligations, and liabilities of the District of the System under the contract or other agreement if the contract or other agreement is assumed by the System.

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or unless a functional equivalent bid is submitted and is stated on the bid, and must be acceptable to the District. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid.

4.1 PRICES

4.1.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the District unless specifically excluded. Bid prices shall include any and all transportation costs. The bidder shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified District location(s).

4.1.2 Price Adjustments Negotiated Based on Changes in Bidder's Costs. Price adjustments may be permitted at the time of contract renewal through a process of negotiation with the bidder and the District. Any price increases must be based on demonstrated industrywide or regional increases in the bidder's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

4.2 ALL-OR-NONE AWARD

Failure of a bidder to provide prices for all line items listed in one Part of the Price Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that **the item is being offered at "No Cost" to the District.** If the item is not offered or carried by vendor please indicate with "N/A." The quantities shown are estimates only and are in no way binding upon BexarMet. Quantities estimated will be used for the purpose of evaluation. BexarMet reserves the right to increase or decrease quantities as needed.

NOTE: This is intended to be an award bid in which most likely more than one bidder may be awarded a contract. The award of a contract is not a guarantee of work or that orders will be placed. If multiple awarded, services will be routed between awarded bidders as needed and/or at the discretion of BexarMet. Number bidders awarded and rotation of vendors will depend on the number of bids received, bids accepted, pricing structures or availability of items.

Vendors that participate in any Cooperative Contract or Agreement may submit a response to this bid. The Cooperative Contract or Agreement will be considered in conjunction with any other open market bids that are submitted. Cooperative vendors should complete Part D of the IFB.

4.3 SPECIFICATIONS AND PRICING SCHEDULE

This bid is divided into four parts. Part A is the items most utilized by the various departments as personal protective items utilized District wide. Estimated spend for Part A is \$50,000.00 per fiscal year. Parts B are items that are ordered less frequently and seasonal items. Estimated spend for Part B is \$20,000.00 per fiscal year. Part C is for blanket catalog order items. From time to time the need for certain safety or personal protective items needs will change and new or replacement items will need to be ordered due to manufacture or supplier changes. Part C also includes any incidental items that need to be purchased. Estimated spend is \$20,000.00 per fiscal year. Part D is to be completed by vendors who intend to submit a response based on a Cooperative Contract or Cooperative Agreement.

For each part the vendor intends to submit a response to whether safety supplies, miscellaneous safety supplies, personal protective equipment or other related items, the vendors must at a minimum be able to provide the following:

1. Vendors must be able to at least guarantee the percentage discount offered to the District.
2. Vendor agrees to provide a catalog either in paper form, Compact Disk (CD) Form or online catalog access.
3. Vendor agrees to provide an annual updated online pricing schedule, CD or paper catalog of price adjustments.
4. Vendor is an authorized manufacturer, dealer, distributor or reseller of the stated items.
5. Vendor agrees to provide on invoices submitted to the District the dealers cost less the stated discount provided to the District.
6. Vendor agrees to assign a sales representative or primary contact person to the contract.
7. Vendors may respond to one or more manufacturers or brands.
8. Vendor agrees to provide samples, if requested, of products to verify quality and the product’s ability to meet specifications. Samples will be returned to the vendor at the vendor’s cost.

PART A. Personal Protective Equipment (PPE) – These items are considered as part of our core items provided to new hires and employees as part of the standard issued PPE. Estimated spend for Part A is \$50,000.00 per fiscal year.

| Line No. | Item Description | # of items per case | Case Price | Unit Price |
|----------|--|---------------------|-------------------|-------------|
| A1 | Hard Hat, White, ANSI Z89.1, Type E, MSA V-Guard, Full Brim w/Ratchet Suspension Bidding On: _____ (Manufacturer’s Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A2 | Safety Glasses, ANSI Z87, ZTEK w/anti-fog coating, Clear lens | _____ | \$ _____ /case | \$ _____/ea |

| | | | | |
|----|---|-------|-------------------|-------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | | | |
| A3 | Safety Glasses, ANSI Z87. ZTEK w/anti-fog coating, Dark lens Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A4 | Latex gloves, no specific brand, 5 Mil, white, one (1) size fits all, 100/box Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A5 | Gloves, Leather, driver, work, any brand, or equal. Size: Small Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A6 | Gloves, Leather, driver, work, any brand, or equal. Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A7 | Gloves, Leather, driver, work, any brand, or equal. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A8 | Gloves, Leather, driver, work, any brand, or equal. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A9 | Cotton Gloves, NS Rus-Flex rubber palm coated, stretch. Size: Small | _____ | \$ _____ /case | \$ _____/ea |

| | | | | |
|-----|---|-------|-------------------|-------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | | | |
| A10 | Cotton Gloves, NS Rus-Flex rubber palm coated, stretch. Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A11 | Cotton Gloves, NS Rus-Flex rubber palm coated, stretch. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A12 | Cotton Gloves, NS Rus-Flex rubber palm coated, stretch. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A13 | Face Shield with bracket; bullard universal hard hat bracket with replacement shields. Fits MSA V-Guard hard hat. Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A14 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: Small Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A15 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A16 | Vest, traffic, lime green, high visibility, Class 2, Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |

| | | | | |
|-----|--|-------|-------------------|-------------|
| | Level 2, ANSI 1072004. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | | | |
| A17 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A18 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: 2X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A18 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: 3X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A20 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: 4X-Large Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A21 | Vest, traffic, lime green, high visibility, Class 2, Level 2, ANSI 1072004. Size: 5X-Large Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A22 | Hearing Protection (Ear Plug), NRR Rating of 30Db, corded (120 pr/box) Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |

| | | | | |
|-----|--|-------|-------------------|-------------|
| A22 | Boots, Rubber, Steel Toe, Black, 16" high Size: 8 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A23 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 9 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A24 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 10 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A25 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 11 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A26 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 12 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A27 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 13 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A28 | Boots, Rubber, Steel Toe, Black, 16" high. Size: 14 Bidding on: _____ (Manufacturer's Name and Number) Warranty: _____ | _____ | \$ _____ /case | \$ _____/ea |
| A29 | First Aid Kit, Vehicle, 7"x5"x2" or equal Kit includes: 16 – Adhesive Strip Bandages 6 – Aspirin Tablets (2/pack) 4 – 3"x3" Sterile Gauze Pads 3 – Ammonia Inhalants 3 – Sting Relief Wipes 3 – Alcohol Wipes 2 – 4"x4" Sterile Gauze Pads | _____ | \$ _____ /case | \$ _____/ea |

| | | | | |
|--|---|--|--|--|
| | 2 – Oval Eye Pads 2 – Large Bandages 1 – Roll Gauze Sheeting 1 – Roll Cloth Tape 1 – 5”x9” Combine Dressing 1 – 1/2 oz. Tube Burn Cream 1 – Scissors 1 – Tweezers 1 – Knuckle Bandage | | | |
|--|---|--|--|--|

PART B. Safety Supplies List

Parts B are items that are order less frequently and seasonal items. Estimated spend for Part B is \$20,000.00 per fiscal year.

| Line No. | Item Description | Unit Price |
|----------|--|-------------------|
| B1 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men’s Shoe Size 8 Bidding On: _____ (Manufacturer’s Name and Number) Warranty: _____ | \$ _____ per each |
| B2 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men’s Shoe Size 9 Bidding On: _____ (Manufacturer’s Name and Number) Warranty: _____ | \$ _____ per each |
| B3 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men’s Shoe Size 10 Bidding On: _____ (Manufacturer’s Name and Number) Warranty: _____ | \$ _____ per each |
| B4 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men’s Shoe Size 11 Bidding On: _____ (Manufacturer’s Name and Number) Warranty: _____ | \$ _____ per each |
| B5 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men’s Shoe Size 12 | \$ _____ per each |

| | | |
|-----|--|------------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | |
| B6 | Wader, Rubber, Chest high, dark brown, w/belt and suspenders. Men's Shoe Size 13 Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B7 | Goggles, Safety, fog-free, 99.9% UV Protection, Meets ANSI Z87.1-2003 Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B8 | Back Support, with shoulder straps, adjustable, black or equal. Size: Small Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B9 | Back Support, with shoulder straps, adjustable, black or equal. Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B10 | Back Support, with shoulder straps, adjustable, black or equal. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B11 | Back Support, with shoulder straps, adjustable, black or equal. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B12 | Back Support, with shoulder straps, adjustable, black or equal. Size: 2X-Large | \$_____ per each |

| | | |
|-----|--|------------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | |
| B13 | Back Support, with shoulder straps, adjustable, black or equal. Size: 3X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B14 | Back Support, with shoulder straps, adjustable, black or equal. Size: 4X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B15 | Slicker Suit (rain coat), yellow. Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B16 | Slicker Suit (rain coat), yellow. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B17 | Slicker Suit (rain coat), yellow. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B18 | Slicker Suit (rain coat), yellow. Size: 2X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B19 | Slicker Suit (rain coat), yellow. Size: 3X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B20 | Slicker Suit (rain coat), yellow. Size: 4X-Large | \$_____ per each |

| | | |
|-----|---|-------------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | |
| B21 | Coverall, Disposable, White, no hood, 25/Cs Size: Small Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B22 | Coverall, Disposable, White, no hood, 25/Cs Size: Medium Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B23 | Coverall, Disposable, White, no hood, 25/Cs Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B24 | Coverall, Disposable, White, no hood, 25/Cs Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B25 | Coverall, Disposable, White, no hood, 25/Cs Size: 2X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B26 | Coverall, Disposable, White, no hood, 25/Cs Size: 3X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |
| B27 | Coverall, Disposable, White, no hood, 25/Cs Size: 4X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$ _____ per case |

| | | |
|-----|--|---|
| B28 | Steel toe guards impact up to 75 lbs. Universal Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B29 | Dust Mask, 3M 8200 N95 (20bx) Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per box |
| B30 | Snake Guard "Shin" Armor Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per set |
| B31 | Plastic Cap Knee Pads resists water, abrasion and deterioration. Adjustable Velcro closures. Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per pair |
| B32 | Fire Extinguisher ABC Rating , 5lb. UL 3A (For Vehicles) w/mounting brackets Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B33 | Spray, Wasp & Hornet Killer, 13.5 oz. can Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per can #_____ cans per case |
| B34 | Safety Cones, Orange 18" cone W/Reflective collar Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B35 | Full Body Harness, pull over harness meets ANSI and OSHA requirements. Fits 36" to 52" waist | \$_____ per each |

| | | |
|------|--|------------------|
| | Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | |
| B36 | Welding Gloves, Abrasion Resistant and MIG/TIG Applications, Men Sizes. Sizes: Med Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per pair |
| B 37 | Welding Gloves, Abrasion Resistant and MIG/TIG Applications, Men Sizes. Size: Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per pair |
| B38 | Welding Gloves, Abrasion Resistant and MIG/TIG Applications, Men Sizes. Size: X-Large Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per pair |
| B39 | Welding Helmet w/Auto dark shade 10. Lightweight, Full protection against UV/IR rays meets ANSI Z 87.1 Std. Brand : Sellstrom 6FKR4 or equal Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B40 | Welding Helmet Replacement Lens to fit above helmet or equal. Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B41 | Helmet System, mesh face shield & hearing protection; Stihl or equal Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |

| | | |
|-----|--|------------------|
| B42 | Helmet Ratchet Bands, Stihl or equal Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B43 | Helmet Ear Protection, Stihl or equal Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |
| B44 | Harness Shoulder Straps, for trimmers, any brand Bidding On: _____ (Manufacturer's Name and Number) Warranty: _____ | \$_____ per each |

PART C. Miscellaneous Safety Supplies, Personal Protective equipment or related items.

For each line item indicate the percentage discount offered. If the discount is consistent across the catalog only complete the first line. If discount varies by category, make/manufacture or other criteria, please indicate the discount offered and the manufacturer, brand, product line or other criteria.

| <u>Item No.</u> | <u>Description</u> | <u>% Discount</u> |
|-----------------|---|-------------------|
| C1 | Blanket Dealer Catalog - If the discount is consistent across the catalog only complete the first line. | _____ % |
| C2 | Manufacturer: _____ | _____ % |
| | Or Brand: _____ | _____ % |
| | Or Product line: _____ | _____ % |
| C3 | Manufacturer: _____ | _____ % |
| | Or Brand: _____ | _____ % |
| | Or Product line: _____ | _____ % |

| | | |
|----|---------------------------|--------|
| C4 | Manufacturer: _____ | _____% |
| | Or Brand: _____ | _____% |
| | Or Product line: _____ | _____% |
| C5 | Manufacturer: _____ | _____% |
| | Or Brand: _____ | _____% |
| | Or Product line: _____ | _____% |
| C6 | Manufacturer: _____ | _____% |
| | Or Brand: _____ | _____% |
| | Or Product line: _____ | _____% |

PART D. Cooperative Contract or Agreement.

Only vendors who will be utilizing a Cooperative Contract or Agreement in response to this bid are required to complete this section. Please complete each question. The questions may be submitted in a letter format and submitted on a CD or thumb drive:

1. What is the name of the Cooperative Contract or Cooperative Agreement you intent to submit in response to this bid?

2. What is the Cooperative number or contract number assigned to you with that Cooperative?

3. What is the expiration date of the Cooperative agreement? _____
4. Is it anticipated that the contract or agreement will be renewed or expiring in less than a one year's time?
If yes, please explain if you intent to renew the contract or agreement?
If no, please explain when the contract or agreement will expire if you intent to renew.
5. Please provide copies of the agreement documents and pricing schedules. This may be submitted on a CD or thumb drive.

ATTACHMENT "A" – BIDDER'S QUESTIONNAIRE

Bidders shall submit a complete response to each of the items listed below. Bids requiring additional space should be brief and submitted as an attachment to the response package. Bidders should reference each response by its item number indicated below.

1. Bidder Profile

Legal name of Bidder:

Address of office that would be providing service under the Contract:

Number of years in business: _____

Type of Operation: Individual: _____ Partnership: _____ Corporation: _____

State of incorporation: _____

Number of employees: _____

Name of Parent Corporation, if any: _____

NOTE: If Bidder is a subsidiary, BexarMet prefers to enter into a contract or agreement with the parent corporation or to receive assurances of performance from the parent corporation.

2. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Bidder and any employee of BexarMet? If yes, Bidder shall explain.

Signature of Authorized Representative

Date Signed

ATTACHMENT "B" – BUSINESS OWNER INFORMATION

OWNER STATUS (Check applicable boxes)

BUSINESS NAME: _____

MALE/FEMALE

- Male
 Female

ETHNICITY

- White
 Hispanic
 Asian Pacific
 Sub-Continent Asian
 Black/African American
 Native American
 Other Ethnicity _____

PHYSICAL CONDITION

- Disabled
 Not Disabled

ENTERPRISE SIZE

- Small Business
 Large Business

BUSINESS STRUCTURE

- Sole Proprietor
 Partnership
 LLC
 Public Corporation
 Private Corporation
 Non-Profit Organization

FEDERAL TAX ID #: _____

SUBCONTRACTORS

- None. No subcontractor(s) will be used to complete this contract.
 Yes. Complete ATTACHMENT "H"

CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)

BexarMet will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. BexarMet will accept certification from various agencies, [i.e. local (www.sctrca.org), State of Texas (<http://www.cpa.state.tx.us/procurement>), Federal (www.sba.gov or www.va.gov/OSDBU), and the private sector (www.cstmhc.org or www.wbea-texas.org)]

Certifying Agency: _____ REG #: _____ Expiration Date: _____
 SBE MBE WBE DBE 8(a) Veteran

BEXAR-MET SOLICITATIONS

BexarMet solicitations are available on the Texas Bid System and also through the BexarMet website by clicking on "Business Center", and then click on "Open Bid Opportunities" or the "Texas Bid System" button.

NOTICE RECEIPT

BexarMet is interested in providing the best service possible to our customers in the most efficient manner possible. In order to continue that service, your completion of the appropriate blocks below will assist us.

HOW DID YOU RECEIVE NOTICE OF THIS SOLICITATION?

- _____ Newspaper advertisement. Company subscribes to newspaper: ____ Yes ____ No
Newspaper name _____
_____ Texas Bid System website
_____ Facsimile, Email
_____ BexarMet Purchasing Department Other _____

ATTACHMENT "C" – EXECUTION OF OFFEROR

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH BIDDER'S RESPONSE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE BIDDER'S RESPONSE MAY RESULT IN THE REJECTION OF THE RESPONSE.

A. By signature herein, Bidder represents and warrants that:

Bidder acknowledges and agrees that (a) this IFB is a solicitation for a Response and is not a contract or an offer to contract; (b) the submission of a Response by Bidder in response to this IFB will not create a contract between BexarMet and Bidder; (c) BexarMet has made no representation or warranty, written or oral, that one or more contracts with BexarMet will be awarded under this IFB;

Bidder has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers;

Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules and regulations; and

Bidder understands (a) the requirements and specifications set forth in this IFB and (b) the terms and conditions set forth in the Agreement under which Bidder will be required to operate.

If selected by BexarMet, Bidder will provide a copy of their Certificate of Insurance reflecting the insurance companies that are providing coverage and insurance limits for Commercial General Liability, Workers' Compensation, and Professional Liability and Auto Liability within ten (10) business days of award.

All statements, information and representations prepared and submitted in response to this IFB are current, complete, true and accurate. Bidder acknowledges that BexarMet will rely on such statements, information and representations in selecting the successful Bidder. If selected by BexarMet, Bidder will notify BexarMet immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.

Bidder offers and agrees to furnish the products, services, and price more particularly described in its Response to BexarMet and complies with all terms, conditions, requirements and specifications set forth in this IFB.

- B. Bidder affirms that it has not given or offered to give, nor does Bidder intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted Response or any resulting contracts, and the Bidder may be removed from all Response lists at BexarMet.
- C. Bidder hereby certifies that neither Bidder nor any firm, corporation, partnership or institution represented by Bidder, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, *et seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the Response made to any competitor or any other person engaged in such line of business.
- D. Bidder certifies that the individual signing this document and the documents made a part of this IFB is authorized to sign such documents on behalf of Bidder and to bind Bidder under any agreements and other contractual arrangements that may result from the submission of Bidder's Response.

E. Bidder shall and has disclosed, as part of its Response, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time BexarMet makes an award or enters into any contract or agreement with Bidder.

F. Bidder shall complete the following information:

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

If Bidder is a Corporation, then State of Incorporation: _____

If Bidder is a Corporation then Bidder's Corporate Charter Number: _____

Bidder's Street Address _____

City, State, Zip Code _____

Telephone Number _____

FAX Number _____

EMAIL Address _____

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ATTACHMENT "D" – ACKNOWLEDGEMENT OF ADDENDA

Project Name: **Personal Protective Equipment (PPE), Safety and
Miscellaneous Supplies (IDIQ)**

Solicitation No. **IFB 2011-021**

Acknowledgement by Bidder:

Each Bidder is requested to acknowledge receipt of all addenda (if any) by their signature, affixed hereto, and to file same with and attach to their response to this IFB. Any addenda issued will be posted in the Texas Bid System under this IFB.

These addenda are applicable to the project designated above. It is an amendment to the services and response requested and as such it will be considered part of and included in the IFB documents. All Bidders(s) **MUST** acknowledge receipt of these addenda by entering the Addendum number, issue date, initials, with a signature in the spaces provided and include this form with their Response.

| Addendum No. | Date Issued | Initials |
|--------------|-------------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The undersigned acknowledges receipt of the addendums listed above and in accordance with instructions under.

Primary Project Manager Signature

Date

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ATTACHMENT "E" – CONFLICT OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, Bidder shall submit a Conflict of Interest Questionnaire as detailed below:

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within seven (7) business days of:
 - A. Beginning contract discussions or negotiations with BexarMet; or
 - B. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with BexarMet.
2. A person required to file a conflict of interest must file an updated questionnaire not later than September 1st of each year that a contractual relationship or negotiation is pending with BexarMet.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to Bexar Metropolitan Water District Office, located 2047 W. Malone, San Antonio, TX 78225, (Attention: Karen Guerrero, Purchasing Manager).

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS.

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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For Bidder or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**OFFICE USE
ONLY**
Date Received

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of the person or entity doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire

(This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate).

3

Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

ATTACHMENT “F” – REFERENCE PAGE

Bidder shall provide with their bid no less than three (3) customer reference letters from at least three (3) separate organizations with whom Bidder currently has contracts with and/or has previously (within the past five years) provided Personal Protective Equipment (PPE), Safety and Miscellaneous Supplies of a type and scope same/similar to those required by BexarMet. Include the date the services were completed.

Letters shall include the customer’s company name, contact person, telephone number, email address, project description, length of business relationship, and background of services provided by Bidder. Letter must be provided on the referencing agency’s letterhead and signed by the authorized representative of that particular agency. If no letters are available, the submitting vendor may provide all the pertinent information requested in a letter format on the submitting vendor’s letterhead.

BexarMet prefers that the customers are local government, Water Utilities Districts, River Authorities, Utility Districts, or Wastewater District references. However, references may include any state or federal customers where same/similar services were performed.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

ATTACHMENT "G" – INDEMNIFICATION STATEMENT

TO THE FULLEST EXTENT ALLOWED BY LAW, CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS BEXARMET, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, LIENS, ATTORNEYS' FEES AND EXPENSES ARISING FROM:

- (i) THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR RELATED TO THIS CONTRACT WHICH CAUSES THE DEATH OF, INJURY TO, OR DAMAGE TO THE PROPERTY OF ANY PERSON;
- (ii) THE FAILURE OF CONTRACTOR TO PAY WHEN DUE ANY SUBCONTRACTOR, SUPPLIER, MATERIALMAN, EMPLOYEE OR OTHER PERSON FOR WORK PERFORMED IN CONNECTION WITH THIS CONTRACT; OR
- (iii) THE FAILURE OF THE CONTRACTOR TO SECURE THE TIMELY RELEASE OF ANY LIEN OR ENCUMBRANCE ON ANY SUPPLIES OR EQUIPMENT TO BE CONVEYED TO BEXARMET HEREUNDER.

IF THE PARTIES ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT, AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO INDEMNIFY THE OTHER FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE OTHER.

THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE BEXARMET IN WRITING OF ANY CLAIM OR DEMAND AGAINST EITHER PARTY KNOWN TO CONTRACTOR RELATING TO OR ARISING OUT OF THE CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.

ACKNOWLEDGING INDEMNIFICATION REQUIREMENTS

BIDDER hereby acknowledges and accepts and will comply with the indemnification requirements described herein.

Printed Name of Authorized BIDDER
And Title

Signature and Date

ATTACHMENT "H" – SUSPENSION/DEBARMENT CERTIFICATION

All Bidders must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization and its principles are not listed on any federal, state or local (i.e. GSA/HUD/GOA/TDHCA/ State of Texas) list of debarred, suspended and ineligible contractors and grantees.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

ATTACHMENT "I" – FAIR LABOR STANDARDS ACT CERTIFICATION

All Bidders must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization and its principles adhere to the Department of Labor Standards Act and meet all equal employment, and affirmative action non-discrimination regulations.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

ATTACHMENT "J" – INSURANCE REQUIREMENTS

All Bidders must complete this form and return with response package:

I, the undersigned agent for the firm named below, certify the organization is able if awarded a contract for the services requested in this bid document, will be able to provide stated insurance certificates and documentation.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title _____

Date Signed _____

ATTACHMENT “K” – VENDOR CODE OF ETHICS

A. Preliminary Statement

The Bexar Metropolitan Water District (“BexarMet” or “the District”) considers public trust and confidence essential to its proper functioning and accordingly has adopted this Vendor Code of Ethics. Vendors who do business with BexarMet must avoid all situations where the perception of impropriety or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the District.

This Code of Ethics will be made part of each procurement document issued by the District and will be attached to every contract and agreement to which the District is a party to.

B. Definitions

As used in this Code, the following terms have the following meanings:

1. “*Bid rigging*” means the agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid a specific price, to rotate bidding, or to give kickbacks to purchasers or any person who is involved either directly or indirectly with the bid process.
2. “*Collusion*” means when two or more parties act together secretly to achieve a fraudulent or unlawful act. May manifest itself in the form of bid collusion when bidders secretly agree to unlawful practices regarding competitive bidding. This act may inhibit free and open competition in violation of antitrust laws.
3. “*Employee*” means any officer or employee of the District and for purposes of this Code only, also includes members of the Board of Directors.
4. “*Gift*” means any items having more than nominal value (\$25 value or greater), including without limitation, money, services, employment or promises of employment, loans, travel, charitable donation, promises, discounts or forbearance that are not generally available to members of the public.
5. “*Immediate Family*” means an individual’s spouse, children, parents or siblings.
6. “*Point of Contact*” means the individual designated to be a Vendor’s only contact with the District following the public advertisement of a solicitation or the request for a bid, proposal, or quote for small purchases, until the award of a resulting contract. Normally, an individual within the Purchasing Department is named as a Point of Contact.
7. “*Prohibited Contact*” means contact with any Board Member or employee of the District, other than the *Point of Contact* during the public advertisement of a solicitation or the request for a bid, proposal, or quote for small purchases, until the award of a resulting contract. This prohibition includes, without limitation, personal meetings, telephonic communications, letters, faxes, e-mails and texting. This prohibition does not include contacts with District employees solely for the purpose of discussing existing on-going work unrelated to the subject of the solicitation. Inquiries

regarding the status of procurement, while not Prohibited Contacts for purpose of this Vendor Code of Ethics should be directed to the Point of Contact.

8. “*Substantial Interest in Business Entity*” has the meaning assigned to it by Texas Local Government Code Chapter 171.002.
9. “*Vendor*” is defined as any general contractor, subcontractor, consultant, person, firm, corporation, agency or organization engaged in or seeking to do business with the District.

C. Non-Collusion

1. A vendor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.
2. A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar District contract for the purpose of limiting competition.
3. A Vendor will not disclose the terms of its bid or proposal, directly or indirectly, to any other competing Vendor prior to the closing date for bids or proposals.
4. A Vendor will not make any attempt to induce any individual or entity to submit or not to submit a bid or proposal.
5. A Vendor may not engage in bid rigging activities.

D. No Gifts or Contingent Fees

1. A Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a District employee, Director, District Board Member, consultant or contractor employed in connection with the subject matter of the bid or proposal. This restriction also applies to any family member, employee, District consultant and/or contractor employed in connection with the District.
2. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, percentage, brokerage or fee that is contingent or dependent upon the outcome of the procurement to the employee and/or his or her immediate family.
3. Notwithstanding the foregoing, if a Vendor has a family or personal relationship with an employee, a gift that is unconnected with the employee’s duties at the District is not necessarily prohibited. In determining whether the gift of an item was motivated by personal rather than business concerns, the following factors are considered: (a) the history of the relationship between the donor and the recipient; and b) whether the item was purchased by the donor. Example includes Christmas or wedding gifts.

E. Negotiation for Future Employment

A Vendor will not, without the prior written consent of the District, initiate, negotiate or render an offer of employment to any District employee, Director, District Board Member who is directly concerned with, or personally participating on behalf of the District with respect to any procurement, contract or other matter involving the Vendor.

F. Conflict of Interest

1. Texas Local Government Code, Chapter 171 requires that if a Board member has a substantial interest in a business entity or in real property, the Board member shall file, before a vote or decision

on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter.

2. Neither the Vendor, nor any employee have a 10% or greater interest, nor shall the Vendor or any employee acquire 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the District contract.
3. The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the District contract to be employed in the performance of the District contract.
4. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such person to, any District employee, Director, District Board Member having any duties or responsibilities in connection with the purchase, acquisition or sale of any property, good and/or services by or to the District. Any relationships subject to this provision shall be reported in writing forthwith to the Legal Department, which may grant a waiver of this restriction upon application of the member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
5. No vendor shall influence, or attempt to influence or cause to be influenced, any District employee, Director, District Board Member in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said District employee, Director, and/or District Board Member.
6. No vendor shall cause or influence, or attempt to cause or influence, any District member or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the person or any other individual or entity.

G. Reporting Obligations

1. All vendors shall report to the BexarMet Legal Department solicitation of such persons of any fee, commission, compensation, gift, gratuity or other thing of value by a District employee, Director, and/or District Board Member. Any questions as to what is or is not acceptable or what constitutes proper conduct for a District employee, Director, and/or District Board Member should be referred to the BexarMet Legal Department.
2. Chapter 176 of the Texas Local Government Code requires Vendors and local government officers to file Conflict of Interest forms with the records administrator of the applicable local government entity.

H. Violations of Code of Ethics

As to alleged Ethics Code violations involving District employees, the General Manager or his/her designee shall either:

1. Dismiss the complaint;
2. Take appropriate disciplinary action;
3. Forward the complaint to the appropriate law enforcement authorities; or
4. Where applicable, recommend to the Board that legal action be taken to enjoin the violation or to seek money damages on behalf of the District;
5. Or any combination of the above.

As to alleged Ethics Code violations involving Vendors, Contractor or potential Vendors or Contractors, the Legal Department or his or her designee shall either:

1. Dismiss the complaint;
2. Forward the complaint to the appropriate law enforcement authorities;
3. Terminate any or all current or pending contracts or awards with the Vendor or Contractor;
4. Or any combination of the above.

I. Other Vendor Obligations

1. A Vendor agrees to communicate only with the authorized Point of Contact.
2. A Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
3. A Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
4. A Vendor will properly, accurately and fairly record all financial transactions with the District in its books, journals, ledgers and/or other appropriate records.
5. A Vendor will not cause, influence or attempt to cause or influence any District employee, Director, District Board Member: (i) in any member which might tend to impair his/her objectivity or independence of judgment; or (ii) to use or attempt to use his/her official position to secure any unwarranted privileges or advantage for that Vendor or for any other person.
6. A Vendor will comply with the Districts Policy regarding inclusion of Small Women/Minority Owned Businesses in District contracts and purchases where appropriate or deemed necessary.

CODE OF ETHICS FOR VENDORS SIGNATURE PAGE

This is to acknowledge that I received and read the Bexar Metropolitan Water District Vendor Code of Ethics, and I understand the terms of the Code of Ethics.

Name of Firm (Please print or type)

Date

Officer's Name (Please print or type)

Title (Please print or type)

Signature

Project Name: Personal Protective Equipment (PPE), Safety, and Miscellaneous Supplies (IDIQ)

Solicitation Number: IFB 2011-021