



**REQUEST FOR PROPOSAL**

By order of the City Council of the City of Copperas Cove, Texas,

**Sealed RFP's** will be received for:

**CITY EMPLOYEE PROTECTIVE  
BOOTS**

**RFP 2016-24-34**

**Request for Proposal will be received until 10:00 a.m. on**

**December 19, 2016**

Return Bid To: City of Copperas Cove  
Stephanie Potvin – Staff Accountant III  
914 S. Main Street Suite H, or  
P.O. Drawer 1449  
Copperas Cove, TX 76522

## INSTRUCTIONS TO OFFERORS

1. The envelope or package containing the completed Request for Proposals should be marked legibly on the outside with the submitter's name and address along with "Request for Proposals to provide protective boots for certain City Employees; RFP No. 2016-24-34".
2. The offeror shall sign and date the submittal where provided within the RFP. The person signing the proposal must have the authority to bind the company in a contract. Proposals which are not signed and dated in this manner may be rejected.
3. All documents shall be received at the City of Copperas Cove, Finance Department, located at: 914 S. Main Street Suite H, Copperas Cove, Texas 76522, or sent to P.O. Drawer 1449, Copperas Cove, TX 76522 by the deadline shown on the cover sheet of this Request for Proposals.
4. **Facsimile transmittals and electronic transmittals will not be acceptable.**
5. The City of Copperas Cove, Texas, reserves the right to reject any or all Request for Proposals as it shall deem to be in the best interests of the City of Copperas Cove.
6. Any interpretations, corrections or changes to this Request for Proposals and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Copperas Cove Finance Department. Addenda will be loaded on [www.copperascovetx.gov](http://www.copperascovetx.gov). Vendors who pick up the RFP from the Finance Department will be responsible for checking with Stephanie Potvin via email at [spotvin@copperascovetx.gov](mailto:spotvin@copperascovetx.gov) or by downloading from the City's website at [www.copperascovetx.gov](http://www.copperascovetx.gov) to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.
7. Proposals resulting from submitted Request for Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.
8. A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A Prospective Offeror must meet the following requirements:
  - a. have adequate financial resources, or the ability to obtain such resources as required;
  - b. be able to comply with the required or proposed delivery schedule;
  - c. have a satisfactory record of performance;
  - d. have a satisfactory record of integrity and ethics;
  - e. be otherwise qualified and eligible to receive an award;
  - f. workload capacity; and
  - g. proposers' availability of qualified staff.

The City of Copperas Cove may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

9. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:

- (a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- (b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- (a) the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- (b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and/or not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The Conflict of Interest Questionnaire is attached in compliance with this law is the responsibility of each bidder/vendor.

***The City of Copperas Cove is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any proposal requirements causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible vendors can compete for the City's business.***

***Questions concerning this Request for Proposal should be submitted in writing prior to November 18th, 2016 at 12:00 noon, to: Stephanie Potvin–Staff Accountant III at [spotvin@copperascovetx.gov](mailto:spotvin@copperascovetx.gov)***

## **SECTION 1. PURPOSE:**

- 1.1 The City of Copperas Cove hereby requests proposals from qualified companies to provide protective boots for certain City Employees, during the fiscal year 2016-2017.

## **SECTION 2. RECEIPTS OF PROPOSALS:**

- 2.1 Three (3) copies must be received not later than Monday, December 19, 2016 at 10:00 am, at the following address:

Stephanie Potvin  
Staff Accountant III  
914 South Main Street  
Copperas Cove, Texas 76522

- 2.2 The proposal is the document upon which the City of Copperas Cove will make its initial judgment regarding the proposer's qualifications, understanding of the City's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in the RFP unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Copperas Cove reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals. The City of Copperas Cove reserves the right to award the bid, in whole or in part, to one or more firms or individuals.

## **SECTION 3. QUALIFICATIONS OF PROPOSERS:**

- 3.1 Each proposer shall provide a statement of qualifications including:
  - a) A brief history and description of the company submitting the proposal.
  - b) At least three (3) references
  - c) A signed cover letter from a person within the company who is authorized to make representation on behalf of the organization and the bind the organization.
  - d) A summary of the company's experience in providing this service to other municipalities.
  - e) Any additional information which would serve to distinguish the organization from other companies submitting proposals.
- 3.2 The City may make such inquiries it deems necessary to determine the ability of the proposer to perform the services contemplated by this RFP. Each proposer shall promptly furnish all information and data for this purpose as may be requested by the City.

#### **SECTION 4. SCOPE OF SERVICES:**

- 4.1 The selected proposer(s) will be required to submit a price quote for boots as set forth in Exhibit "A". All bids shall be inclusive of any set-up, screen, art, etc. charges. Delivery charges, where applicable, shall be stated separately. If these charges are not applicable, then indicate the cost at zero.
- 4.2 Please note that quantities and sizes are subject to change up to 25% of order. If the order is increased or decreased by the City up to 25%, proposer agrees to honor the price quote per pair of boots as specified in Exhibit "A". All boots shall be delivered to the City of Copperas Cove, City Hall, and 914 S. Main Street, Copperas Cove, Texas 76522 or given to employee if items were on hand at time employee visited your establishment.
- 4.3 Duties to be performed by the selected proposer(s) include, but are not limited to, the following:
  - Provide samples of boot styles and colors prior to ordering;
  - Provide an email proof of boot styles available prior to order completion;
  - Must have variety as each departments have different requirements for protective footwear;
  - Must be able to provide all sizes;

#### **SECTION 5. TERM OF CONTRACT:**

- 5.1 The initial contract period for the services contemplated by this RFP will commence upon execution of the written contract by both parties and shall terminate one (1) year from the date of award. The City shall have the option to extend the Agreement for two (2) additional periods. In the event the City exercises its options to extend the Agreement, the City will provide written notice of same along with a description of boots needed for each subsequent extension term.
- 5.2 Moreover, the CITY reserves the right to cancel the entire executed Agreement at any time, with or without cause, upon thirty (30) days written notice of such termination. In the event of such terminations, the contract term shall be changed accordingly and the selected proposer shall be entitled to compensation for all services theretofore authorized and performed pursuant to the executed Agreement.

#### **SECTION 6. PROPOSAL:**

- 6.1 The Proposal must indicate the cost per pair of boots (inclusive of any applicable charges) and any delivery charges to be incurred. {Submit Exhibit "A"}.
- 6.2 A guarantee must be provided that no additional fees will be charged to the City without the prior express written consent of the City.

#### **SECTION 7. PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of the agreement by the City of Copperas Cove.
- 7.2 Proposals shall be examined and evaluated by the City staff, to determine whether said proposals meet the requirements of this RFP. A recommendation will be made to the Council for

a contract award based on the following criteria:

- Demonstrated experience, capabilities, and professional qualifications. **20 points**
- Completeness of the proposal. **10 points**
- Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract. **10 points**
- The quality of offeror's performance in comparable and/or similar projects. **20 points**
- Price **40 points**

## **SECTION 8. ALTERNATIVES:**

- 8.1 Each proposer may include in its proposal items which are not specified in the RFP but considered to be pertinent by the proposer. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

## **SECTION 9. INDEMNIFICATION:**

- 9.1 The selected proposer shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

## **SECTION 10. SPECIFICATION CLARIFICATION:**

- 10.1 All inquiries with respect to the Request for Proposals shall be directed to the City of Copperas Cove, Finance Department, Stephanie Potvin, Staff Accountant III, 914 S. Main Street, Suite H, or P.O. Drawer 1449, Copperas Cove, Texas 76522.
- 10.2 All questions must be received not later than Friday, November 18, 2016 at 12:00 noon. All questions about the meaning or intent of the specifications shall be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal document. Questions received **AFTER THE DEADLINE** will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**CITY OF COPPERAS COVE  
STANDARD PURCHASING AGREEMENT TERMS AND CONDITIONS**

**THE STATE OF TEXAS** §  
§  
**CORYELL COUNTY** §

**THIS AGREEMENT** (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_, (the "Effective Date") by and between City of Copperas Cove, a home rule municipality of the State of Texas ("Buyer") and \_\_\_\_\_ ("Seller").

**NOW, THEREFORE**, in consideration of the covenants, conditions and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. DEFINITION OF BUYER**

The City of Copperas Cove, its officers, agents, servants, authorized employees, vendors and subvendors who act on behalf of various City departments, bodies or agencies.

**SECTION 2. DEFINITION OF SELLER**

The consultant, Contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, vendors and subvendors who act on behalf of the entity under a Agreement with the City of Copperas Cove.

**SECTION 3. ORDERS**

**3.1** No employees of the Buyer or its officers, agents, servants, vendors or subvendors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved purchase orders issued by the Buyer.

**3.2** Acceptance of an order and delivery on the part of the Seller without an approved purchase order issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

**SECTION 4. SELLER TO PACKAGE GOODS**

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**SECTION 5. SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

## **SECTION 6. TITLE AND RISK OF LOSS**

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

## **SECTION 7. DELIVERY TERMS AND TRANSPORTATION CHARGES**

Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

## **SECTION 8. PLACE OF DELIVERY/RIGHT OF INSPECTION**

**8.1** The place of delivery shall be set forth in the purchase order.

**8.2** Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications provided for in any request for bid, purchase order or other similar instrument.

## **SECTION 9. INVOICES/PAYMENT**

**9.1** Seller shall submit separate invoices in duplicate, on each purchase order. Invoices shall indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the purchase order. Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

**9.2** Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

**9.3** All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

## **SECTION 10. PRICE WARRANTY**

**10.1** The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this Agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's bid, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this Agreement without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

**10.2** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this Agreement without liability and to deduct from the Agreement price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

## **SECTION 11. WARRANTIES**

**11.1 Product Warranty.** Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Agreement voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

**11.2 Safety Warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 20.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this Agreement to terminate immediately.

**11.3 Service Warranty.** Under the terms of the warranties which arise from these Agreement documents and/or by the terms of any applicable special warranties required by the Agreement documents, if any of the work in accordance with this Agreement is found to not be in accordance with the requirements of the Agreement documents, the Seller shall correct such work promptly after receipt of written notice from the Buyer or Buyer's representative as the Agreement documents may provide. This obligation shall survive acceptance of the work under the Agreement and termination of the Agreement. In order to facilitate a prompt response, Seller agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Seller fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Seller fails to perform the work in accordance with the Agreement documents, or if Seller fails to comply with any provision in the Agreement documents, either the Buyer or its designee may, after seven (7) days written notice to Seller, correct and remedy any such deficiency.

**11.4. Warranty against Infringement of Intellectual Property.** Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this Agreement and refund to Buyer the payments actually made to Seller under this Agreement.

## **SECTION 12. TERMINATION**

**12.1 Termination for Default** - Buyer reserves the right to terminate the Agreement without prior notice in the event the Seller defaults or breaches any of the terms hereof, including warranties of Seller, or otherwise fails to perform in accordance with the bid specifications. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity. In the event of termination the Buyer reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the Buyer shall not be deemed a waiver of any other right or remedy of Buyer. If after exercising any such remedy, the cost to

Buyer of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to the Seller hereunder, Seller shall be liable for and shall reimburse the Buyer for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

**12.2 Termination without Cause** - The Buyer shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Seller shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The Buyer shall pay the Seller, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

### **SECTION 13. WAIVER/MODIFICATIONS**

**13.1** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

**13.2** This Agreement can be modified or rescinded only by a written Agreement signed by both parties.

### **SECTION 14. THE AGREEMENT**

In the absence of an otherwise negotiated Agreement, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "Agreement documents"). This Agreement is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of a conflict between the Agreement documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a Agreement, this Agreement shall not apply.

### **SECTION 15. APPLICABLE LAW / VENUE**

Both parties agree that venue for any litigation arising from this Agreement shall be in Coryell County, Texas. This Agreement shall be governed, construed and enforced under the laws of the State of Texas.

### **SECTION 16. INDEPENDENT VENDOR**

Seller shall operate hereunder as an independent vendor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, vendors and sub-vendors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, vendors and subvendors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, vendors and subvendors.

## **SECTION 17. INDEMNIFICATION / LIABILITY**

**SELLER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS, AND DEFEND BUYER, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, OMISSION, ANY ACT OR OMISSION TRIGGERING STRICT LIABILITY, THE VIOLATION OF ANY LAW OR REGULATION, OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBVENDORS, AND SELLER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT AS A RESULT OF ANY NEGLIGENT ACT, OMISSION OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBVENDORS.**

## **SECTION 18. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **SECTION 19. FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this Agreement, then Buyer will immediately notify Seller of such occurrence and this Agreement shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

## **SECTION 20. NOTICES TO PARTIES**

Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Finance Director, City of Copperas Cove, Finance Department, 914 S. Main Street Suite H, Copperas Cove, Texas 76522. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

## **SECTION 21. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS**

Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

**SECTION 22. DISPUTE RESOLUTION**

If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party’s specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

**SECTION 23. DISCLOSURE OF BUSINESS RELATIONSHIPS/AFFILIATIONS; CONFLICT OF INTEREST QUESTIONNAIRE.**

Seller represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY:**

**PROFESSIONAL:**

By:\_\_\_\_\_

By:\_\_\_\_\_

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

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

Title:\_\_\_\_\_

Title:\_\_\_\_\_

With a copy to:

City Secretary

City of Copperas Cove, Texas

**EXHIBIT "A"**

**SCOPE OF SERVICES:**

- i. The selected proposer(s) will be required to submit a price quote for boots as set forth in Exhibit "A". All bids shall be inclusive of any set-up, screen, art, etc. charges. Delivery charges, where applicable, shall be stated separately. If these charges are not applicable, then indicate the cost at zero.
- ii. Please note that quantities and sizes are subject to change up to 25% of order. If the order is increased or decreased by the City up to 25%, proposer agrees to honor the price quote per pair of boots as specified in Exhibit "A". All boots shall be delivered to the City of Copperas Cove, City Hall, and 914 S. Main Street, Copperas Cove, Texas 76522 or given to employee if items were on hand at time employee visited your establishment.
- iii. Duties to be performed by the selected proposer(s) include, but are not limited to, the following:
  - Provide samples of boot styles and colors prior to ordering;
  - Provide an email proof of styles available prior to order completion;
  - Must have variety as each departments have different requirements for protective footwear;
  - Must be able to provide all sizes;

The following is a list of specifications that are to be quoted on. Please read thoroughly and return by the deadline date: **10:00 a.m. Monday, December 19th, 2016.**

Failure to comply with the listed specifications and requirements may deem the merchant's price quote as unresponsive.

ITEM DESCRIPTION	2017/18 QUANTITY	UNIT PRICE	Delivery Cost	TOTAL PRICE
City employee's protective boots orders are not exceed. See sample styles below, other options are welcomed.	Not to exceed 100 pairs total			
Justin Men's and Female Stampede Square Toe Work Boots <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				
Wolverine Men's and Female Brown Moc Toe Steel Toe Chukka <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				
Ariat Men's and Female Earth w/ Brick Top Work hog Pull On Square Toe Work Boot <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				

Justin Original Work boots Stampede Men's and Female Rugged Tan w/ Square Composite Toe Work Boot <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				
Justin Hybrid Men's and Female Rustic Barn wood w/ Composite Square Toe Waterproof Western Work Boot <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				
Wolverine Men's and Female Raider Multi Shox Contour Welt Wellington Work boot <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				
6 inch Men's and Female Skid Resistant Waterproof Boot <b>OR "EQUAL TO" OR "GREATER VALUE"</b>				



“The City Built for Family Living”

Finance Department

**VENDOR INFORMATION SHEET**

**COMPANY NAME** \_\_\_\_\_ **TAX ID #** \_\_\_\_\_

**PRIMARY POC** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(PLEASE PRINT)

**SIGNATURE** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**SECONDARY POC** \_\_\_\_\_ **DATE** \_\_\_\_\_  
(PLEASE PRINT)

**SIGNATURE** \_\_\_\_\_ **PHONE NUMBER** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

