

THE CITY OF SCHERTZ, TEXAS

INVITATION FOR BIDS (IFB)

for

KENNEL TRUCK FOR ANIMAL SERVICES

IFB 2020 - 02

October 2, 2019



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NOTICE TO BIDDERS
INVITATION FOR BIDS
IFB 2020 - 02

The City of Schertz, Texas, intends to purchase and invites you to submit a sealed bid for:
KENNEL TRUCK FOR ANIMAL SERVICES

Sealed bids addressed to the Purchasing and Asset Management Department will be received until **October 18, 2019 at 3:00 PM**, at 1400 Schertz Parkway Building # 2, Schertz, Texas 78154. All bids must be in the City of Schertz's possession on or before the scheduled date and time (no late bid will be considered).

Respondents receiving an Invitation for Bids notice in the mail, or reading the announcement in the newspaper are advised that the bid documents can be obtained by contacting Purchasing and Asset Management, 1400 Schertz Parkway Building # 2, Schertz, TX 78154 or by calling the Department at (210) 619-1160.

Be advised that if your company downloaded the documents from the web page and is contemplating responding to this bid, you **MUST** register as a Schertz Vendor at www.publicpurchase.com so any changes/additions via Addendum can be accessed by your company. Vendor registration instructions can be found at www.schertz.com (Departments/Purchasing/Open Bids/Vendor Registration Instructions). Any questions in reference to this bid may be directed to Purchasing & Asset Management at (210) 619-1160.

In accordance with the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The City shall evaluate the bids on the basis of all factors that have bearing on price and performance of the items.

The City of Schertz reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the City, and hold the responses for a period of 90 days without taking action. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Courier Submissions:
Purchasing & Asset Management Department
1400 Schertz Parkway, Bldg. # 2, Schertz, TX 78154

LABELING INSTRUCTIONS: Envelopes must be clearly marked:

CITY OF SCHERTZ INVITATION FOR BID
KENNEL TRUCK FOR ANIMAL SERVICES
IFB 2020 - 02

**PART I
GENERAL REQUIREMENTS FOR BIDS**

I. DEVIATION FROM SPECIFICATION/ REQUIREMENTS

Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your response. If no exceptions are noted, and you are the successful respondent, the City of Schertz will require that the good/service(s) be provided as specified.

II. PURPOSE

The purpose of these specifications/requirements and bid documents are to award a contract for the purchase of:

KENNEL TRUCK FOR ANIMAL SERVICES

III. INTENT

The good(s)/service(s) to be provided under the IFB shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation. There is no intention to disqualify any respondent who can meet the requirements.

IV. SUBMITTAL OF BIDS

Bids shall be submitted in a sealed envelope as referenced on the attached solicitation. One (1) signed original marked "**ORIGINAL**". Bids **WILL** be accepted in person, by United States Mail, or by private courier service. Bids **WILL NOT** be accepted via oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Bids may be withdrawn prior to the above scheduled time set for closing. Alterations made before bid closing must be initiated by respondents guaranteeing authenticity. Submittal of a bid constitutes an offer by the respondent. Once submitted, the bid becomes the property of the City of Schertz and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a bid in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the IFB, unless clearly and specifically noted in the bid submitted and confirmed in the contract between the City and the successful respondent. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Schertz before the deadline day and hour. No late bid will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet bid requirements may be grounds for disqualifying a proposal.

Hand-delivered & Courier Submissions:
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V. ASSIGNMENT

Respondents are advised that the City of Schertz shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this bid in whole or in part, to a third party without the written approval of the Purchasing and Asset Management Department for the City of Schertz.

VI. INTERLOCAL PARTICIPATION

The City may enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

VII. PREPARATION OF RESPONSE

Responses **MUST** give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your submittal. The person signing the response must show title or **AUTHORITY TO BIND FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

VIII. TIME ALLOWED FOR ACTION TAKEN

The City of Schertz may hold bid responses 90 days after submittal deadline without taking action. Respondents are required to hold their bids firm for same period of time.

IX. ALTERATIONS/AMENDMENTS TO BIDS

Bids **CANNOT** be altered or amended after the opening deadline. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No bid may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Schertz.

X. LIST OF EXCEPTIONS

The respondent shall attach to the bid a list of any exceptions to the specifications/requirements, on a point-by-point basis.

XI. NAME BRANDS

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XII. INSPECTIONS & TESTING

City of Schertz reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate.

XIII. PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Pricing form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

XIV. INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for bids shall be directed to the designated individuals as outlined herein. Such interpretations, which may affect the eventual outcome of this solicitation for bids, shall be furnished in writing to all prospective respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Schertz in accordance with paragraph entitled "**Addenda and Modifications**".

XV. ANTICIPATED TERM OF CONTRACT

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XVI. EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the CITY. It shall be based on all factors that have a bearing on price and performance of the items. All bids are subject to tabulation by the City of Schertz Purchasing Department and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. The City of Schertz Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

XVII. CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

Pursuant to Subchapter Z, Chapter 271.9051, Texas Local Government Code, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality

and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- a) the lowest bidder; or
- b) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

XVII. AWARD OF CONTRACT

In accordance with Section 252.043 of the Texas Local Government Code, award shall be made to the lowest responsible bidder, or to the bidder, in the opinion of the City of Schertz, is the most advantageous to the City and can provide the best service and value for the City.

In determining the best value for the municipality, the municipality may consider:

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

The City reserves the right to make an award on the basis of low line item, low total of lines items, or in any other combination that serves the best interest of the City and to reject any and all bids or line items at the City's sole discretion. For the purpose of evaluation, any item left blank will be deemed "no bid".

The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations.

A written award of acceptance (manifested by a City Resolution) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

Breaking of tie bids shall be in accordance with Section 271.901 of the Texas Local Government Code.

Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with Section 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

XVIII. RIGHT TO REJECT/ AWARD

The City of Schertz reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best value and most advantageous to the City of Schertz.

XIX. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this bid must be submitted **in writing** using the eProcurement site at www.publicpurchase.com.

XX. ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the IFB are made by amendments (addenda) and will be posted on the Public Purchase website. Any respondent in doubt as to the true meaning of any part of the IFB or other documents may request an interpretation from the Purchasing and Asset Management Department. At the request of the respondent, or in the event the Purchasing and Asset Management Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Asset Management Department. Such addendum will be attached to the original IFB in the Public Purchase file and will become part of the IFB package having the same binding effect as provisions of the original IFB. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's recognition and compliance to official changes as outlined by the City of Schertz and as such are made part of the original IFB documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at www.publicpurchase.com. No verbal explanations or interpretations will be binding. The City does not assume responsibility for the receipt of any addendum sent to respondents.

XXI. INVITATION FOR BIDS PREPARATION COSTS

Issuance of this IFB does not commit the City of Schertz, in any way, to pay any costs incurred in the preparation and submission of a bid. All costs related to the preparation and submission of this IFB shall be borne by the respondent.

XXII. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

XXIII. ANTI-LOBBYING PROVISION

During the period between IFB submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their bid with any member of the Schertz Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's bid and disqualification from future consideration of a similar IFB.

XXIV. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

XXV. INSURANCE

If required, specific insurance provisions will be included in bid specifications. A copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

XXVI. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Schertz designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific.

Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the IFB or the Purchase Order and bears the risk of loss until delivery.

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing Department.

XXVII. WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the City may return the product for correction or replacement at the bidder's expense.

XXVIII. TERMINATION

A. This contract may be terminated:

1. By the mutual agreement and consent of both Contractor and City;
2. By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
3. By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
4. By the City, at will and without cause upon not less than five (5) days written notice to the Contractor.

B. If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

XXIX. INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. THE RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. IN ADDITION, THE RESPONDENT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION RELATING TO, FOR, OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE DIRECTOR OF PURCHASING AND ASSET MANAGEMENT AS A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN

WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED. RESPONDENT ALSO AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

XXX. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with the City.

XXXI. RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

XXXII. HUB CERTIFICATION

State Certified HUB Vendor(s) are required to provide a copy of their certification; if they have not previously done so. Fax information to the Purchasing & Asset Management Department at 210-619-1169.

XXXIII. VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the vendor.

XXXIV. CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

XXXV. JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Guadalupe County, Texas.

XXXVI. VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Guadalupe County, Texas.

XXXVII. CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary of the City of Schertz not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

XXXVIII. CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

XXXIX. SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Schertz.

**PART II
SPECIFIC REQUIREMENTS FOR BIDS**

I. SCOPE OF WORK

The City of Schertz, Texas, is accepting bids for a Kennel Truck for Schertz Animal Services in accordance with the specifications shown here in the solicitation.

The Bidder who is selected to provide the Kennel Truck shall deliver the truck to the City of Schertz no later than *November 1, 2019*.

II. EQUIPMENT REQUIRED

General Specifications

<p><u>Kennel Materials & Construction</u></p> <p><i>Stainless Steel Chassis Mount Animal Control Body;</i></p> <p>All aluminum framework for weight reduction and to prevent corrosion and rust; Insulation in roof, floor, end wall and dividing walls; Stainless Steel interior and exterior; Side compartment lift to allow for large animals to be ground loaded, thus eliminating the need for physical lifting; Exterior doors will have heavy duty locking Stainless Steel slam latches (keyed alike) with gas struts to hold the doors open and operable louver panels; Stainless Steel hinges and latches throughout unit; Outfitted with an interior safety door with catch-pole slot; 12-Volt high output exhaust fan; AC/Heat that ties in to truck system (requires R134A System) with controls in the truck cab; Storage compartment on each side at rear of unit (include carpeted shelves); Rear Lift Gate with large storage area; All compartments must have floor drains, and all animal compartments must have removable heavy rubber floor mats; The rear bumper will be built into the unit; Side skirts to the bottom of the body lined with clear lights; All lights will be LED, lighting includes interior lights in all animal compartments, all DOT required lighting; Rear Scene lights; Rear Directional arrow bar light; Top rear Strobe light; LED Floodlight on each side for loading animals;</p>	
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Truck Cab & Chassis

New/Unused One Ton Super Cab/Chassis Truck - Model Year 2017 - 2020; The preferred Make is a Ford, but consideration will be given to any Make meeting the qualities of the Specifications outlined;

White in color;
Vinyl interior;
Package 630A XL Trim;
Air Conditioning – CFC Free;
6.2L (Minimum Size Engine) EFI V-8 Engine;
6-Speed Automatic Transmission;
LT245 / 75R17E BSW All-Terrain Tires;
3.73 Electronic Locking Axle;
Jack/Spare Tire;
Power Equipment Group;
Telescoping TT Mirror – Power/HTD;
JOB #2 Order;
Platform Running Boards;
9800# GVWR Package;
Electronic Shift on the Fly;
Engine Block Heater;
Skid Plates;
50 State Emissions;
Back Glass Defrost;
110V/400W Outlet;
Trailer Brake Controller;
Center High Mount Stop Lamp;
Mid-Ship Fuel tank;
Extra Heavy Duty Alternator;
Payload Downgrade Package;
Reverse Alarm;
Rear-view Camera & Prep kit;
Privacy Glass;
Cruise, AM/FM/CD/CLK;

Warranty Requirements

A copy of the Manufacturer's Warranty for the Truck and the Kennel shall be included at the time of Delivery. It shall be a Full Manufacturer's Warranty dated on the Time/Date of Purchase.

III. ADDITIONAL REQUIREMENTS

1. The Bidder shall be an authorized sales and service center for the Vehicle and Kennel bid. Written documentation must be provided from the Manufacturer stating this condition.

2. Preference will be given to Manufacturers whose Vehicle and Kennel meets the "Made in USA" standard. The Bidder shall provide a statement from the Manufacturer that the equipment being bid meets the "Made in USA" standard as defined by the federal government of the United States of America.

3. The bid shall include all delivery and/or freight costs.

NOTICE TO BIDDERS
INVITATION FOR BIDS
2020 - 02

The City of Schertz, Texas, intends to purchase and invites you to submit a sealed bid for:
KENNEL TRUCK FOR ANIMAL SERVICES

Sealed bids addressed to the Purchasing and Asset Management Department will be received until **October 18, 2019 at 3:00 PM**, at 1400 Schertz Parkway Building # 2, Schertz, Texas 78154. All bids must be in the City of Schertz's possession on or before the scheduled date and time (no late bid will be considered).

Respondents receiving an Invitation for Bids notice in the mail, or reading the announcement in the newspaper are advised that the bid documents can be obtained by contacting Purchasing and Asset Management, 1400 Schertz Parkway Building # 2, Schertz, TX 78154 or by calling the Department at (210) 619-1160.

Be advised that if your company downloaded the documents from the web page and is contemplating responding to this bid, you **MUST** register as a Schertz Vendor at www.publicpurchase.com so any changes/additions via Addendum can be accessed by your company. Vendor registration instructions can be found at www.schertz.com (Departments/Purchasing/Open Bids/Vendor Registration Instructions). Any questions in reference to this bid may be directed to Purchasing & Asset Management at (210) 619-1160.

In accordance with the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The City shall evaluate the bids on the basis of all factors that have bearing on price and performance of the items.

The City of Schertz reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the City, and hold the responses for a period of 90 days without taking action. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Courier Submissions:
Purchasing & Asset Management Department
1400 Schertz Parkway, Bldg. # 2, Schertz, TX 78154

LABELING INSTRUCTIONS: Envelopes must be clearly marked:

CITY OF SCHERTZ INVITATION FOR BID
KENNEL TRUCK FOR ANIMAL SERVICES
2020 - 02

**CITY OF SCHERTZ
INVITATION TO BID**

The City of Schertz is accepting Request for Bids for a **Kennel Truck** for our Animal Services Department. Sealed Bids should be received by the Manager of Purchasing and Asset Management located at 1400 Schertz Pkwy, Building 2, Schertz, Texas 78154 by **10:00 a.m. (CST) on October 18, 2019** via hand delivery or mail. ****No fax or E-mail bids will be accepted.**** Sealed proposals must be submitted with one (1) and be clearly marked in a sealed envelope as **“KENNEL TRUCK FOR ANIMAL SERVICES #2020 02”**. **Sealed Bids** submitted after the aforementioned date and time will not be accepted.

All documents, including Addendums to this IFB will be placed on the City of Schertz website at www.schertz.com/Purchasing.

The City of Schertz reserves the right to reject any or all bids and to select the bid deemed in the best interest of the City of Schertz from among those received.

.....
Advertised in:

SA Express;
Public Purchase Website;

Bid Number: 2020-002
Bid Title: ACS Kennel Truck
Category: Goods & Services
Status: Open

Description:

NOTICE TO BIDDERS

INVITATION FOR BIDS

2019-002

The City of Schertz, Texas, intends to purchase and invites you to submit a sealed bid for:

Kennel Truck for Animal Care Services

Sealed bids addressed to the Purchasing and Asset Management Department will be received until **October 18, 2019 at 3:00 PM**, at 1400 Schertz Parkway Building # 2, Schertz, Texas 78154. All bids must be in the City of Schertz's possession on or before the scheduled date and time (no late bid will be considered).

Respondents receiving an Invitation for Bids notice in the mail, or reading the announcement in the newspaper are advised that the bid documents can be obtained by contacting Purchasing and Asset Management, 1400 Schertz Parkway Building # 2, Schertz, TX 78154 or by calling the Department at (210) 619-1160.

Be advised that if your company downloaded the documents from the web page and is contemplating responding to this bid, you should register as a Schertz Vendor at www.publicpurchase.com so any changes/additions via Addendum can be accessed by your company. Vendor registration instructions can be found at www.schertz.com (Departments/Purchasing/Open Bids/Vendor Registration Instructions). Any questions in reference to this bid may be directed to Purchasing & Asset Management at (210) 619-1160.

In accordance with the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. The City shall evaluate the bids on the basis of all factors that have bearing on price and performance of the items.

formalities or technicalities, accept the response or portions of the response determined to be the best value and most advantageous to the City, and hold the responses for a period of 90 days without taking action. Respondents are required to hold their responses firm for the same period of time.

Hand-delivered & Courier Submissions:

Purchasing & Asset Management Department
1400 Schertz Parkway, Bldg. # 2, Schertz, TX 78154

LABELING INSTRUCTIONS: Envelopes must be clearly marked:

CITY OF SCHERTZ INVITATION FOR BID

Kennel Truck for Animal Care Services

2019-002

Publication Date/Time:

9/30/2019 5:00 PM

Publication Information:

WWW.PUBLICPURCHASE.COM

Closing Date/Time:

10/18/2019 3:00 PM

Contact Person:

Julie Gohlke
Purchasing & Asset Manager
jgohlke@schertz.com

Download Available:

www.publicpurchase.com

Fee:

0.00

Related Documents:

[2020-002 Kennel Truck](#)

[Return To Main Bid Postings Page](#)

City of Schertz 1400 Schertz Parkway, Schertz, Texas 78154
Hours: Monday - Friday: 8:00 a.m. - 5:00 p.m.

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