CITY OF MISSION SOLICITATION, OFFER AND AWARD FORM SOLICITATION INFORMATION REQUEST FOR BIDS (RFB) 1. BID NO.: 19-268-08-29 4. BRIEF DESCRIPTION: 2. ISSUE DATE: August 15, 2019 3. FOR INFORMATION CONTACT: (No collect calls) **Athletic League Uniforms** NAME: Crissy Cantu, Buyer TELEPHONE: (956) 580-8667 FAX: (956) 580-8798 E-MAIL: ccantu@missiontexas.us 5. PRE-BID CONFERENCE/GENERAL 6. ADVERTISING DATES: **CONTRACTORS MEETING:** *** (ATTENDANCE IS MANDATORY) *** 1st Week of Advertisement Date: __08__/_15___/_19___ *** There will be a conference. *** **LOCATION: City of Mission** 2nd Week of Advertisement Date: __08__/_22___/_19___ City Hall 1201 E. 8th Street Mission, TX 78572 DATE: Thursday, August 22, 2019 **TIME: 10:00 AM CST** 8. OFFER SUBMISSION DUE DATE AND TIME: 7. SUBMIT OFFER TO: Mailing/Hand/Commercial Courier Delivery **DATE:** August 29, 2019 **City of Mission** TIME: 2:00 PM CST **Purchasing Department** 1201 E. 8th Street R101 Mission, TX 78572 Bid # 19-268-08-29 9. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB. 10. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form. 11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened. 12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids. 13. NOTE: For Invitation for Bids, "offer" and "offeror" mean "bid" and "bidder". **OFFER** (To be completed by Offeror) 14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified. 15. BIDDERS NAME, ADDRESS: (Type or Print) 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN **THE OFFER:** (Type or Print) 17. BIDDERS SIGNATURE & DATE: **TELEPHONE:** E-MAIL: **CELL PHONE:** FAX: **AWARD** (To be completed by City of Mission) 18. TOTAL ESTIMATED AMOUNT OF AWARD: 19. PURCHASING AGENT SIGNATURE & DATE OF AWARD: Name: Signature: __ Date: ____/___

SOLICITATION INDEX 20. CONTENTS: (DOCUMENTS WITH A YES ARE TO BE SUBMITTED WITH OFFER) NAME FORM DESCRIPTION SUBMIT WITH OFFER? Solicitation, Offer and Award Form (Complete in its entirety **YES** Cover Sheet to include Sign and Date) YES General Terms & Conditions Bid Bond of 5% of Total Amount of Bid YES lacktriangleInstructions to Bidders **Delivery Terms** YES Insurance Certificate NO Vendor Acknowledgement Form (Signed & Executed) Non-Collusive Bidding Certificate YES • lacktrianglePricing Schedule Signed and Completed (Signed & Executed) YES Specifications/Scope of Work Description of Athletic League Uniforms YES Addenda Checklist Confirmation Receipt of Addendum(s) (Signed & Executed) YES General Questions (Supporting Documentations) (Signed & YES Bidder's General Questionnaire **Executed)** Conflict of Interest Questionnaire: This form will be NO **CIQ** Questionnaire requested before Award of Contract (Signed & Executed) 21. ACKNOWLEDGMENT OF ADDENDUMS: **ADDENDUMS # DATE ADDENDUMS #** DATE Offeror acknowledges receipt of the following addendum(s) to the solicitation: (Identify addendum number and date of each.)

**** Bids will not be accepted if vendor or contractor is not present at the Pre-Bid Conference ****

****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid ****

City of Mission Instructions to Bidder – General Terms & Conditions Bid Name/No.: "Athletic League Uniforms"/ 19-268-08-29

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that "Athletic League Uniforms" be provided as specified.

- (1) Sealed bids will be received for <u>"Athletic League Uniforms"</u> in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) One (1) original and two (2) copies of RFB <u>must</u> be enclosed in a sealed envelope with vendor's name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner "Request for Bids" <u>— "Athletic League Uniforms Bid No. 19-268-08-29"</u> and delivered to City of Mission Purchasing Department, 1201 East 8th Street, Mission, Texas 78572 <u>on or before 2:00 p.m., Thursday, August 29, 2019.</u> No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.
- (4) Pre-Bid Conference: A Mandatory Pre-Bid Conference will be conducted on August 22, 2019 at 10:00 am. The Pre-Bid Conference will be conducted at the Mission City Hall, Community Room, 1201 E. 8th St., Mission, TX 78572. All Suppliers are required to attend and sign in.
- (5) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or <u>AUTHORITY TO BIND HIS FIRM IN A CONTRACT</u>. Firm name and authorized signature must appear on each page that calls for this information.
- (6) Acknowledgment of Addendums to Invitation for Bids
 - (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
 - (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.
- (7) Bids <u>cannot</u> be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (8) STATE SALES TAX MUST NOT BE INCLUDED IN BID. Contractors are not tax exempt.
- (9) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for <u>use</u> or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (10) Evaluation and Basis for Award
 - (A) One Award

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
 - 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder's goods or services;
 - 3) the quality of the bidder's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs:
 - 5) the bidder's past relationship with the municipality;
 - 6) 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;
 - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals

(B) Estimated Quantities

The quantities specified in the Schedule are estimates only, are used as a basis for determining award of the contract. Purchases will be made in amounts needed and on an as needed basis.

(C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule. In the event of discrepancies in extended price, unit prices will govern. Cost for delivery is to be included in the unit and extended price. Bids subject to unlimited price increase will not be considered.

(D) All or None Pricing

Failure of an offeror to provide prices for all line items listed on the Schedule shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

(11) Sample Requirements

Upon request, the bidder agrees to supply at no cost to City samples of the products proposed for testing prior to contract award. Samples will be available and submitted to City within five (5) days of request, oral and written, by City and will be returned at bidder's cost only on request from the vendor after testing is complete. Parts returned may not be in the same condition as originally sent to and received by City. Function test (if required) is verification that the parts meet the manufacturers specification and/or performance requirements.

- (12) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service "Athletic League Uniforms" off contract. The contractor will be liable for any increase in cost incurred due to defaulting for "Athletic League Uniforms".
 - a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.
- (13) Quote F.O.B. Mission, Texas. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified extend and show total.
- (14) The City may hold bids <u>60 days</u> after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.
- (15) The City of Mission 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 and most advantageous to the City of Mission.

- (16) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive date must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (17) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (18) Bidder shall carefully examine the bid forms, general terms and conditions, and specifications. Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any bid.
- (19) BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a. Name and address of successful vendor
- **b.** Name and address of receiving department or official
- **c.** Purchase Order Number (if any)
- d. Notation "Athletic League Uniforms"
- **e.** Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days found. No other method of payment will be considered.

- (20) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) of the total amount of the bid, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for the project.
 - a) Bidder's failure to comply with general terms & conditions, specification requirements, and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.
 - b) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly
- (21) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.
- (22) The geographical location(s) of bidder's facilities referenced <u>"Athletic League Uniforms"</u> given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.

- (23) Bidders are advised that any part of the specifications that are not met within the time of completion/delivery regardless of how major or minor it might be shall be grounds for none acceptance of delivery and forfeiture of bid bond.
- (24) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (25) Number of days required for delivery after receiving notice for <u>"Athletic League Uniforms"</u> must be stated below. Failure to state number of hours or days will obligate bidder to complete and make delivery within <u>fifteen (15)</u> <u>calendar days from</u> initial request.

Delivery or Work to be performed at: City of Mission, Boys & Girls Club; 209 W. 18th Street; Mission, TX 78572

Days to make delivery a	s per specifications	after receipt of pu	irchase order:	day	75

- (26) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of ______ one hundred dollars per day ______ Dollars ______ \$100.00/day) _____ as stipulated damages for such delay.
- (27) Bidders must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (28) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 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. By law, this questionnaire must be filed with the records administrator of the City of Mission 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 Questionnaire CIQ go to the Texas Ethics Commission web page at http://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

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.

(29) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged

to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein Personal Injury Advertising Liability Medical Payments Fire Damage Legal Liability Broad Form Property Damage Liability for Independent Contractors

- (b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.
- (c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above:
- (d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;
- (e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.
- (f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission Crissy Cantu, Buyer 1201 E. 8th Street Mission, TX 78572 Bid # 19-268-08-29

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

- (g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.
- (h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.
- (i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.
- (j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less that the amount shown above.

- (k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.
- (1) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.
- (m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(30) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

(31) Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractor's performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

(32) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

- 1. Matters of bias, discrimination, or conflict of interest
- 2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
- 3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

Eduardo Belmarez, Purchasing Director City of Mission 1201 E. 8th Street, Room R-101 Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

City Of Mission Specifications

Bid Name/No.: Athletic League Uniforms / 19-268-08-29

- I. <u>Scope of work</u>: The City of Mission is accepting bids for a Athletic League Uniforms for the Boys and Girls Club. It is the intention of these specifications to describe the items to be utilized by the Boys and Girls Department. The unit price bid for these items shall be quoted FOB.
- II. Specifications: Please read your specifications thoroughly and be sure that the Athletic League Uniforms offered complies, with all requirements. Variations from the specifications will not be allowed. Vendor is responsible for the creation of designs for all team logos. Pre-print material will be held to finalize designs before production. Boys and Girls Club will communicate the said date and time for meeting.
- III. <u>Description:</u> Vendor shall have a set commercial location where players can get fitted for uniforms. Location will need to be open from 8:00 a.m. to 5:00 p.m., Monday thru Friday and if closed City of Mission Boys & Girls Club needs to be notified within 24 hours ahead of time (ex. Holidays).

Location shall make proper accommodations upon request from the Boys & Girls Club to stay open until 6:00 p.m. when needed (maybe about 3 times during the year) for those players that can't go during normal hours of operation.

Vendor is responsible for the creation of designs for all team logos. Pre-print material will be held to finalize designs before production. Boys and Girls Club will communicate the said date and time for meeting.

- IV. <u>Warranty</u>: Finished product should be clean and ready to be used by players. Any stains, blemishes, tears, faded color and/or logos on finished product must be replaced and corrected at no charge within 24 hours.
- V. <u>Delivery</u>: City of Mission, Boys and Girls Club; 209 W. 18th Street; Mission, Texas 78572

** Specifications for Base Bid **

FLAG FOOTBALL T-Shirts as follows:

- Make: Port & Company (similar or equal quality content)
- **Content:** 100% polyester
- 2 & 3 Color Prints as follows:
 - Colors: Maroon, Red, Royal Blue, Gray, Navy, Forrest Green, Yellow, Orange, Etc.
 - **Numbers:** Consecutive 1 10 (6" on Back)
 - o Logos: BGCM ONE COLOR (Must Meet Nationally Approved Font and Style)
 - o Team Logo is allowed 2-3 Colors
 - Sponsor Name & Nickname: (1 Color Only) All Silkscreen & Artwork to be provided by bidder with approval of BGCM
 - Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

350 Estimated	T-Shirt Player Sizes: Youth – Adult Extra Large
100 Estimated	T-Shirt Coach Sizes: Adult Sm. – XXL

FALL VOLLEYBALL T-Shirts as follows:

- Make: Port & Company (Similar or equal quality content)
- **Content:** 100% Polyester
- 2 & 3 Color Prints as follows:
 - Colors: Maroon, Red, Royal Blue, Gray, Navy, Forrest Green, Yellow, Orange, Etc.
 - **Numbers:** Consecutive 1 10 (6" on Back)
 - o Logos: BGCM ONE COLOR (Must Meet Nationally Approved Font and Style)
 - o Team Logo is allowed 2-3 Colors
 - Sponsor Name & Nickname: (1 Color Only) All Silkscreen & Artwork to be provided by bidder with approval of BGCM
 - o Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

200-250 Estimated	T-Shirt Player Sizes: Youth – Adult Extra Large
80 Estimated	T-Shirt Coach Sizes: Adult Sm. – Adult XXL

SOCCER T-Shirts as follows:

- Make: port & Company (Similar or equal quality content)
- Content: 100% Polyester
- 2 & 3 Color Prints as follows:
 - o Colors: Maroon, Red, Royal Blue, Gray, Navy, Forrest Green, Yellow, Orange, Etc.
 - **Numbers:** Consecutive 1 10 (6" on Back)
 - o Logos: BGCM ONE COLOR (Must Meet Nationally Approved Font and Style)
 - o Team Logo is allowed 2-3 Colors
 - Sponsor Name & Nickname: (1 Color Only) All Silkscreen & Artwork to be provided by bidder with approval of BGCM
 - Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

300-350 Estimated	T-Shirt Player Sizes: Youth – Adult Extra Large
100 Estimated	T-Shirt Coach Sizes: Adult Sm. – Adult XXL

BASKETBALL T-Shirts as follows:

- Make: Port & Company (Similar or equal quality content)
- **Content:** 100% Polyester
- 2 & 3 Color Print with Team Logo and Outline:
 - o Colors: Maroon, Red, Royal Blue, Gray, Navy, Forrest Green, Yellow, Orange, Etc.
 - **Numbers:** Consecutive 1 15 (6" on Back)
 - o Logos: BGCM ONE COLOR (Must Meet Nationally Approved Font and Style)
 - o Team Logo is allowed 2-3 Colors
 - Sponsor Name & Nickname: (1 Color Only) All Silkscreen & Artwork to be provided by bidder with approval of BGCM
 - Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

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400-450 Estimated	T-Shirt Player Sizes: Youth – Adult Large
100 -150 Estimated	T-Shirt Coach Sizes: Adult XL – XXL

BASEBALL/SOFTBALL T-Shirts as follows:

- Make: Port & Company (Similar or equal quality content)
- **Content:** 100% Polyester
- 2 & 3 Color Prints as follows:
 - o Colors: Maroon, Red, Royal Blue, Gray, Navy, Forrest Green, Yellow, Orange, Etc.
 - **Numbers:** Consecutive 1 20 (6" on Back)
 - Logos: BGCM ONE COLOR (Must Meet Nationally Approved Font and Style)
 - o Team Logo is allowed 2-3 Colors
 - Sponsor Name & Nickname: (1 Color Only) All Silkscreen & Artwork to be provided by bidder with approval of BGCM
 - Vendor must turn in sample of Team Logos for League officials & coaches to view

Ouantities as follows:

C	
800 EACH	Player Sizes: Youth – Adult Large
200 EACH	Coach Sizes: Adult XL – XXL

BASEBALL caps as follows:

- Major League Teams with Team Logo stitched in
- Make: Bomark or equal
- **Content:** 100% Polyester
- Colors: Maroon, Red, Royal Blue, Gray, Navy, Forest Green, Yellow, Orange, Etc.
- Logos: Team Logo (Must meet Nationally Approved Font and Style); Must be MLB replicas
- Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

600 EACH	Youth Size Adjustable
150 EACH	Adult Size Adjustable

SOFTBALL visors as follows:

- College Teams with Team Logo Stitched in
- Color: Maroon, Red, Royal Blue, Gray, Navy, Forest Green, Yellow, Orange, Etc.
- Logos: Team Logo (Must meet Nationally Approved Font and Style)
- Vendor must turn in sample of Team Logos for League officials & coaches to view
- Quantities as follows:

200 EACH	Youth Size Adjustable
50 EACH	Adult Size Adjustable

City Of Mission Pricing Schedule

Bid Name/No.: Athletic League Uniforms/19-268-08-29

For any questions, directly regarding the <u>"Athletic League Uniforms - Bid No. 19-268-08-29"</u>, please call or email: Crissy Cantu, Buyer: <u>ccantu@missiontexas.us</u>

Telephone: (956) 580-8667

	The Offeror is required to Sign and Date Ea Submit All Pages with the			<u>ne Schedule</u>	<u> </u>
TEM NO.	DESCRIPTION FOR BASE BID 100% POLYESTER	UNIT	EST. QTY		EXTENDED PRICE
1.	FLAG FOOTBALL: T-Shirt Player Sizes: Youth – Adult Extra Large Port&Company or equal:	EA	350	\$	\$
2.	Large Port&Company or equal: FLAG FOOTBALL: T-Shirt Coach Sizes: Adult Sm. – XXL Port&Company or equal:	EA	100	\$	\$
	Total Base Ar		or (Line	e Items 1-2) \$	
3.	FALL VOLLEYBALL: T-Shirt Player Sizes: Youth – Adult Extra Large Port&Company or equal:	EA	250	\$	\$
4.	FALL VOLLEYBALL: T-Shirt Coach Sizes: Adult Sm. – Adult XXL Port&Company or equal:	EA	80	\$	\$
	Total Base A	mount F	or (Lin	e Items 3-4) \$	<u> </u>
5.	SOCCER: T-Shirt Player Sizes: Youth – Adult Extra Large Port&Company or equal:	EA	350	\$	\$
6.	SOCCER: T-Shirt Coach Sizes: Adult Sm. – Adult XXL Port&Company or equal:	EA	100	\$	\$
	Total Base An	nount Fo	or (Line	Items 5-6) \$_	
7.	BASKETBALL: T-Shirt Player Sizes: Youth – Adult Large Port&Company or equal:	EA	450	\$	\$
8.	BASKETBALL: T-Shirt Coach Sizes: Adult XL – XXL Port&Company or equal:	EA	150	\$	\$
	Total Base Amo		(Line It	tems 7-8) \$	
9.	BASEBALL/SOFTBALL: T-Shirts- Player Sizes: Youth – Adult Large Port&Company or equal:	EA	800	\$	\$
10.	BASEBALL/SOFTBALL: T-Shirts-Coach Sizes: Adult XL – XXL Port&Company or equal:	EA		\$	\$
11.	BASEBALL/SOFTBALL Caps: Youth Size Adjustable Bomark or equal:	EA	600		\$
12.	BASEBALL/SOFTBALL Caps: Adult Size Adjustable Bomark or equal:	EA	150	\$	\$
13.	BASEBALL/SOFTBALL Visors: Youth Size Adjustable	EA	200	\$	\$
14.	BASEBALL/SOFTBALL Visors: Adult Size Adjustable	EA	50	\$	\$

	Total Base Amount For (Line Items 9-14) \$
Total Base A	Amount For Polyester (Line Items 1-14) \$
(1) year periods at the end of the service period. A bidder ma	on to renew this order for an additional three (3) consecutive, one ay offer a fixed maximum percentage of escalation for each of the (1) year from contract award date. The amount of escalation will assign the properties of escalation as follows:
*% 1st year renewal	
·	•
*% 3 rd year renewal	total option term
• •	PERCENTAGE WILL BE ASSUMED.
Company Name:Owner or President Name:	
Company Name: Owner or President Name: Company Address:	
Company Name: Owner or President Name: Company Address: City, State, Zip Code: Telephone Number:	
Company Name: Owner or President Name: Company Address: City, State, Zip Code: Telephone Number: Fax Number:	
Company Name: Owner or President Name: Company Address: City, State, Zip Code: Telephone Number: Fax Number:	
Company Name: Owner or President Name: Company Address: City, State, Zip Code: Telephone Number: Fax Number: Email:	

City Of Mission

Vendor Acknowledgment Form - Non-Collusive Bidding Certification Bid Name/No.: "Athletic League Uniforms"/ 19-268-08-29

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by \$1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date:	
Company Name:	
Signature:	
Γitle:	

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

City of Mission Addenda Checklist

Bid Name/No.: Athletic League Uniforms / 19-268-08-29

Bid of:	
(Bidder Company Na	
To: City of Mission Ref.: "Athletic League Uniforms"/	19-268-08-29
Ladies and Gentlemen:	
The undersigned Bidder hereby acknown applicable).	owledges receipt of the following Addenda to the captioned RFB (initial if
No. 1 No. 2 No. 3	_ No. 4 No. 5
Respectfully submitted,	
Bidder:	_
By:	_
(Authorized Signature for Bidder)	
Name:	_
Title:	_
Data	

ATTACHMENT 1



ATTACHMENT 2 "SCHEDULE OF EVENTS 2019-2020"

Football/Volleyball

September 13, 2019- Place Order for uniforms for contact flag football and volleyball.

September 27, 2019 - Receive uniforms from vendor and to be delivered at the Boys & Girls Club

Basketball

December 11, 2019 - Place Order for uniforms for basketball.

December 27, 2019 (day) - Receive uniforms from vendor and to be delivered at the Boys & Girls Club

Baseball/Softball

March 5,2020 - Place Order for uniforms for baseball and softball.

March 20,2020 - Receive uniforms from vendor and to be delivered at the Boys & Girls Club.

Soccer

June 3, 2020- Place order for uniforms for soccer.

June 15, 2020- Receive uniforms from vendor and to be delivered at the Boy & Girls Club.

City of Mission

GENERAL BUSINESS QUESTIONNAIRE

(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1.	Name of Offeror ("Business"):		
2.	List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).		
3.	Number of years in business under present business name:		
4.	If applicable, list all other names under which the Business identified above operated in the last 5 years.		
5.	Annual Gross Revenue (Past year): (M represents millions, K represents thousands) \$\Bigsim \frac{1}{2} \text{100K or less} \Bigsim \frac{1}{2} \text{100K} \Bigsim \frac{1}{2} \text{500K-\$1M} \Bigsim \frac{1}{2} \text{10M-\$5M} \Bigsim \frac{1}{2} \text{5M-\$10M} \Bigsim \frac{1}{2} \text{5M-\$10M}		
6.	Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? ☐Yes☐No		
7.	Number of current employees:		
8.	Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☐No		
9.	Is any litigation pending against the Business? Yes No		
10.	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No		

11.	Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award? Yes No
12.	Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?
13.	Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes No
14.	Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? Yes No
15.	Is the Business in arrears on any contract or debt?
16.	Has the Business been a defaulter, as a principal, surety, or otherwise? ☐Yes ☐No
17.	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?
18.	Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan. Yes No
19.	Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured. Yes No
20.	If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).
below false termin disqua	vidually and on behalf of the business named in this Business Questionnaire, do by my signature r, certify that the information provided in this questionnaire is true and correct. I understand that any statements or misrepresentations regarding the Business named above may result in: 1) nation of any or all contracts which City of Mission has or may have with the Business; 2) alification of the Business from consideration for contracts; 3) removal of the Business from City of on's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.
Name	:: Title:
Signa	ture: Date:

(Owner, CEO, President, Majority Stockholder or Designated Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
2.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
3.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
4.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:

1.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).				
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.				
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
Name of vendor who has a business relationship with local governmental entity.				
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which			
Name of local government officer about whom the information is being disclosed.				
Name of Officer				
Name of Officer				
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or				
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.				
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(b) (B), excluding gifts described in Section 176.003(a)(b) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B				
7				
Signature of vendor doing business with the governmental entity	Date			

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.