## REQUEST FOR PROPOSAL

**12 MONTH SUPPLY LMWD-EMPLOYEE UNIFORMS**

**RFP# EU-18-7-04**

Sealed RFP will be received by The LAGUNA MADRE WATER DISTRICT ("LMWD"), for **LMWD-EMPLOYEE UNIFORMS, until 2:00 p.m., July 19, 2018** at the LMWD, General Manager Office; 105 Port Rd. Port Isabel TX 78578

## RFP’s received after this time will not be considered.

RFP’s will be publicly opened and read aloud on **July 19, 2018 at 2:05 p.m.** Proposers are invited to attend the RFP opening at the LMWD Board Meeting Room.

Bid packages with the Specifications may be obtained contacting the Purchasing Agent or at the following website http://lagunamadrewater.com/Bids-RFPs-RFQs-RFI

## Two (2) sets of the RFP documents shall be enclosed in a letter size sealed envelope and shall be plainly marked on the outside of the envelope and on any carrier’s envelope:

**12 MONTH SUPPLY LMWD-EMPLOYEE UNIFORMS**

**RFP# EU-18-7-04**

This envelope shall be addressed to Purchasing Agent; Laguna Madre Water District; 105 Port Rd, Port Isabel TX 78578.

The LMWD will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed RFP’s to the Laguna Madre Water District, General Manager Office by the given deadline above. **No RFP’s will be accepted via facsimile or electronic submission.**

The LMWD specifically reserves the right to reject any or all RFP’s, to waive irregularities or informalities in any or all RFP’s and to accept any RFP’s which is deemed to be in the best interest of the LMWD.

Enrique Samaniego

Purchasing Agent

(956) 943-2626 Ext 312

Email: esamaniego@lmwd.org

## INSTRUCTIONS TO PROPOSERS

Please submit this page upon receipt.

Acknowledgment Form

**RFP# EU-18-7-04**

For any clarifications, please contact Enrique Samaniego at Laguna Madre Water District, Purchasing Agent at (956) 943-2626 Ext.312 or e-mail: esamaniego@lmwd.org

Please e-mail this page upon receipt of the RFP package or legal notice. If you only received the legal notice and you want the RFP package mailed, please provide a method of shipment with account number in the space designated below.

Check one:

## ( ) Yes, I will be able to send a RFP; obtained RFP package from website.

## ( ) Yes, I will be able to send a RFP; please email the RFP package.

Email:

( ) Yes, I will be able to send a RFP; please mail the RFP package using the carrier & account number listed below:

Carrier: Account:

( ) No, I will not be able to send a RFP for the following reason:

If you are unable to send your RFP, kindly indicate your reason for “No RFP” above and return this form **via email to esamaniego@lmwd.org**.This will ensure you remain active on our vendor list.

Date

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

Authorized Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

MATTERS **(Complete and return with RFP)**

Name of Entity:

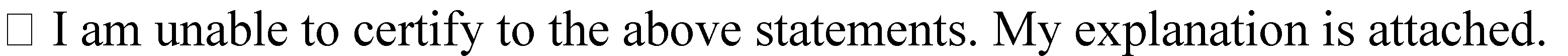
The prospective participant certifies to the best of their knowledge and belief that they and their principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
4. Have not within a three year period preceding this application/RFP had one or more public transactions (Federal, State, and Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this RFP or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine up to a $10,000.00 or imprisonment for up to five (5) years, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative Date



ETHICS STATEMENT **(Complete and return with RFP)**

The undersigned Proposer, by signing and executing this RFP, certifies and represents to the Laguna Madre Water District that Proposer has not 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 of advantage relating to this RFP; the Proposer also certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient’s decision, opinion, recommendation, vote or other exercise of discretion concerning this RFP, the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Laguna Madre Water District concerning this RFP on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this RFP; the Proposer further certifies and represents that Proposer has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Laguna Madre Water District in return for the person having exercised their person’s official discretion, power or duty with respect to this RFP; the Proposer 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 employee of the Laguna Madre Water District in connection with information regarding this RFP, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

**THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LAGUNA MADRE WATER DISTRICT, ALL OF THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS RFP**.

I have read all of the specifications and general RFP requirements and do hereby certify that all items submitted meet specifications.

COMPANY:

AGENT NAME:

AGENT SIGNATURE:

ADDRESS:

ETHICS STATEMENT **(Complete and return with RFP)**

CITY:

STATE: ZIP CODE:

TELEPHONE: FAX:

FEDERAL ID#: AND/OR SOCIAL SECURITY #:

DEVIATIONS FROM SPECIFICATIONS IF ANY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE**  **For vendor or other person doing business with local governmental entity** | |
| This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.  A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. | OFFICE USE ONLY |
| Date Received |
| **1. Name of person who has a business relationship with local governmental entity.** |
| **2. ( ) Check this if you are filing an update to a previously filed questionnaire.**  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7the business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) | |
| **3. Name of local government officer with whom filer has employment or business relationship.**  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.   * 1. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?   Yes No   * 1. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?   Yes No   * 1. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?   Yes No   * 1. Describe each employment or business relationship with the local government officer named in this section. | |
| **4.**  \_\_\_\_\_\_\_\_\_\_\_    Signature of person doing business with the governmental entity Date | |

## Special Instructions

***Contract Information***

## Interpretation

Questions concerning terms, conditions, and technical specifications should be directed to:

Enrique Samaniego

Purchasing Agent

(956) 943-2626 Ext 312

Email: esamaniego@lmwd.org

## Tentative Time Line

1. July 2, 2018 to July 18, 2018 - Vendors work on bid.

**2. July 19, 2018 at 2:00 p.m. -** **Vendor must submit Two (2) sets of bid documents sealed in an envelope to:**

Enrique Samaniego, Purchasing Agent

105 Port Rd, Port Isabel TX 78578

**RFP# EU-18-7-04**

July 19, 2018 - Open bids at 2:05 p.m.

*The above noted information must be included on bid letter size envelope and on any carrier’s envelope/package. Laguna Madre Water District will not be held responsible for missing, lost or late mail. Laguna Madre Water District, will not accept facsimile or electronic transmission of sealed bids.*

1. July 19, 2018 - Open bids at 2:05 p.m.
2. July 26, 2018 - Provide Final Recommendations
3. August 8, 2018 - Send to Board of Directors for approval

## Or Equal

Brand name or manufacturer’s reference used in this request is descriptive – not restrictive – it is intended to indicate type and quality desired. Brands of like nature and quality will be considered. If proposing on other than referenced specifications please provide complete descriptive information of said article.

## Pricing

RFP unit price on quantity specified, extend and show total. In case of errors in extension, unit prices indicated shall govern. **The price should be maintained for the period of the contract.**

**Failure to submit any of the above information with the sealed RFP will disqualify.**

## Determining Factors for Award

1. Proposers net price on RFP items
2. Stock availability
3. Reputation of the Proposer
4. Delivery
5. Safety record will be considered when determining the responsibility of the Proposer

## Tax Identification Number (TIN)

In accordance with IRS Publication 1220, a W9 form, will be required of all vendors doing business with the Laguna Madre Water District. If a W9 not made available to Laguna Madre Water District, the first payment will be subject to income tax withholding at a rate of 28% or 30% depending on the U.S. status and the source of income as per IRS Publication 1220. **The W9** Attached is sample form.

## Taxes

The Laguna Madre Water District is exempt from Federal Excise Tax, State Tax and local Taxes. Do not include tax in the RFP. If it is determined that tax was included in the RFP it will not be included in the tabulation, any awards, or payments to the contractor. Tax exemption certificates will be furnished upon request.

## Signing of RFP

## Failure to manually sign RFP will disqualify it. Person signing RFP should show title or authority to bind their firm to a contract EEOC Guidelines

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, national origin, age, religion, gender, sexual preference, marital, veteran status, or physically challenged condition.

## Contract and Purchase Order

The products shall be delivered in a timely manner to Laguna Madre Water District, 131 Woodys LN, Port Isabel TX 78578. A contract for the products will be placed into effect by means of a purchase order issued by the Laguna Madre Water District after tabulation and final approval by the LMWD Board of Directors.

## Laguna Madre Water District, Rights

1. If only one or no RFP is received by "submission date", the LMWD has the right to reject, re-RFP, accept and/or extend the RFP by up to an additional two (2) weeks from original submission date.
2. The right to reject any/or all RFP’s and to make award as they may appear to be advantageous to the Laguna Madre Water District
3. The right to hold RFP for 90 days from submission date without action, and to waive all formalities in RFP.
4. The right to extend the total RFP beyond the original 90-day period prior to an award, if agreed upon in writing by all parties (LMWD and vendor/contractor) and if Proposer/vendor holds original RFP prices firm.
5. The right to terminate for cause or convenience all or any part of the unfinished portion of the Project resulting from this solicitation within Thirty (30) calendar days written notice; for cause: upon default by the vendor/contractor, for delay or non-performance by the vendor/contractor; or if it is deemed in the best interest of the LMWD for LMWD’s convenience.
6. In RFP, stipulate whether an increase or decrease in services will affect RFP price.

## Corrections

Any interpretation, correction, or change to the invitation to RFP will be made by ADDENDUM. Changes or corrections will be issued by the Laguna Madre Water District, A/P & Procurement Agent. **Addenda will be emailed or faxed to all who have returned the RFP Acknowledgment form.** Addenda will be issued as expeditiously as possible. It is the responsibility of the vendors to determine whether all addenda have been received. It will be the responsibility of all respondents to contact the Laguna Madre Water District prior to submitting a response to the invitation to RFP to ascertain if any addenda have been issued, and to obtain any all addenda, execute them, and return addenda with the response to the invitation to RFP. Addenda may be posted on the LMWD website.

## RFP PROPOSAL FORM

|  |  |
| --- | --- |
| RFP Number: EU-18-7- 04 | |
| Item Being RFP: 12 MONTH SUPPLY LMWD-EMPLOYEE UNIFORMS | |
| Date RFP’s Due: Thursday July 19, 2018 @ 2:00 p.m. | |
| Date RFP’s Opened: Thursday July 19, 2018 @ 2:05 p.m. | |
|  | |
| Vendor Name: |  |
| Vendor Phone & Fax: |  |
| Vendor Email: |  |
| Vendor Address: |  |
| City, State, Zip: |  |

**TECHNICAL SPECIFICATIONS**

1. GENERAL PROGRAM REQUIREMENTS

The successful proposer shall be responsible for the efficient customization, alteration and delivery of all uniform components worn by LMWD-Employees

2. SAMPLES

Each proposal will be accompanied by not more than TWO (2) style samples,

interview and presentation will be expected to provide a sample of all items proposed.

Proposals received without accompanying samples will be considered an incomplete submission and cannot be evaluated. It is the sole responsibility of the vendor to ensure delivery of samples to the address provided before the opening date and time.

3. ORDERING

LMWD prefers dedicated, secure internet access to a customized ordering website which lists the available uniform options for the job description given, current prices, size choices, customization options, etc. The website should also provide order tracking capabilities and other inquiry or reporting functions.

Orders will be centralized, i.e. entered by assigned personnel in the supply warehouse on behalf of the recipient.

4. DELIVERY AND DISTRIUBTION

All orders are expected to be delivered within thirty days (30) After Receipt of PO.

Orders will be placed individually as needed and should be packaged by individual order and shipped to the central supply warehouse at the 131 Woody Ln, Port Isabel, TX, 78578.

5. EMBLEMS

LMWD prefers that all required uniform emblems be provided by the uniform vendor, stocked and attached at the factory, garment and the patches on their respective pricing sheets

Emblems include: Shirt front right Employee name, front left company name

6. STOREFRONT LOCATION

A dedicated business location within LMWD will be made available for personnel to try on and/or befitted for uniform items. A full fit line is expected to be maintained for this purpose at the storefront location. Alterations of uniform items will also be available at this location.

The storefront is expected to offer a clean and organized environment providing courteous and helpful customer services to LMWD-employees. Minimum services will include alterations (trouser hemming, shortening of sleeve), sewing on of patches.

7. ALTERATIONS

LMWD will NOT pay for alterations as needed in limited circumstances. For example:

• shortening of a long sleeved shirt if the correct size is not available due to time constraint

• tapering in of shirt sides for personnel unable to fit in available garments

• Other “emergent” situations as determined by authorized LMWD personnel

“Cosmetic” alterations are not paid for by the agency.

8. PROFESSIONAL SIZING

The professional services of a qualified representative of the awarded vendor will be required to size LMWD-employees for their first issue of uniforms. Fittings will be scheduled 7-14 days in advance and will be held at the LMWD supply warehouse. Other dates or a set schedule for current personnel would also be considered helpful.

9. GENERAL INFORMATION AND ESTIMATED QUANTITIES

This information furnished, are provided as a guide for preparing the proposal and should

not be construed as representing actual quantities to be purchased under this bid. The following general information is provided as a reference in determining the scope of services required.

Number of Managing Personnel -20 plus

Number of Field Personnel - 58 Plus

Seven (7) long sleeved shirt per employee – may be replaced with approval

Seven (7) Cargo Pants per employee – may be replaced with approval

Five (5) T-Shirts per employee

10. UNIFORM ITEMS REQUIRED:

Pictures and descriptions of uniform items to be included in proposal response.

Pricing for each item shown in the Proposal Response

The District’s payment terms are net 30 days. This contract shall be for a period of one (1) year from October 1, 2018 thru September 30, 2019, The contract may be extended for (1) additional 12-month period under the same terms and conditions.

Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representative Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Purchase Order quantities are subject to LMWD’s right to increase or decrease quantities as deemed necessary. Stipulate below, if an increase or decrease in quantity affects RFP price:

( ) No, an increase or decrease in quantities will not affect RFP price

( ) Yes, an increase or decrease in quantities will not affect RFP price Respectfully submitted,

By: Signature **(Failure to sign will disqualify RFP**)

Print Name/Title

Company Name

Address

City, State, Zip Code

Phone Number Fax Number

Email Address



**GENERAL INSTRUCTIONS TO BIDDERS**

***Notice to Bidders***

Sealed bids will be received until the time, at the location, and for the products/services specified on the attached Bid Invitation form and as further specified. These bids will be publicly opened at the Laguna Madre Water District office at 105 Port Road Port Isabel, TX, in the presence of bidders and Administrative Staff. Bidder's attendance is optional. After tabulation and review, bids will be presented to the Board of Directors for award of contract. The District reserves the right to review all bids submitted for a period of ninety (90) days after the date of bid opening.

***How to Submit a Proposal***

All bids shall be submitted in ***sealed envelopes,*** mailed or delivered to: Laguna Madre Water District, Attention: Purchasing Agent; 105 Port Road, Port Isabel, TX 78578, and plainly marked on the outside with ***bid number:*** It will be the sole responsibility of the bidder to ensure that the proposal reaches the location where bids are to be sent before the closing hour and date shown on the enclosed PROPOSAL-CONTRACT form.

***Purpose of Bid***

The Laguna Madre Water District intends to secure a source of supply for the product(s) and service(s) at the lowest price; satisfactory manufacture; and prompt and convenient shipment and service by the supplier to the District. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

***Rejection of Bids***

The District reserves the right to reject any and all bids or to accept the bid or any part thereof which it determines to best serve the needs of the District and to waive any informalities or irregularities in the bids. While cost is a factor in any bid award, it is not the only factor and may not be the determining factor.

***Quantities***

The quantities or usage shown are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the District as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid and the District reserves the right to increase or decrease quantities as required.

***Bidding on Equivalent Products***

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is the purpose of establishing a grade, quality or other specification of material only. Since the District does not wish to rule out other competition and equal brands or makes, the phrase or approved equal is added. However, if a product other than those specified is bid, it is the bidder's responsibility to name such a product within the bid, and to prove to the District that said product is equal to that specified and to submit brochures, samples, and/or other specification in detail on the item(s) bid. The District shall be the sole judge concerning the merits of bids submitted.

***Trade Discounts and Price Variances***

Bids on individual items must include unit prices, as well as total price. Where a variance exists on the bid form between the unit price and the extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail.

The District will consider trade discounts and other pricing features in each individual bid prior to determining the successful bidder.

The District intends to evaluate any and all cooperative purchasing options available. When preparing your bid, please include alternates for cooperative purchasing programs offered by your firm or the manufacturer's that you represent that the District would be eligible to purchase through such as HGAC, and Buyboard, etc. where available.

***Submissions***

Bidders must submit two (2) copies of PROPOSAL-CONTRACT

A. Unless otherwise specified, bidders must use PROPOSAL-CONTRACT forms furnished by  
the District. Failure to do so may cause a bid to be rejected. Removal of any part of the bid  
proposal may invalidate the bid.

B. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be  
signed in longhand, hi ink, by the principal authorized to make contracts. All quotations  
shall be typewritten or filled in with pen and ink.

***Descriptive Data***

Bidders must enclose with their bid forms two copies of data sheets, specifications, catalogs or literature completely describing the equipment, product or service to be furnished.

***Identification of Bidder***

State the full name and address of the organization and any local branches that will be used in the project. Indicate whether you operate as an individual, partnership or corporation. If a joint venture or sub-contractor relationship is contemplated, name the firms and principals involved and give all pertinent information about the organization, similar to the information you supply.

***Assignment of Contract***

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his/her right, title or interest in or to same, or any part thereof, without previous consent in writing from the District Administrator, endorsed on or attached to the Contract.

***Service and Parts***

Bidders must be prepared to submit evidence to the District, in addition to that required in the attached specifications that qualified personnel and adequate parts inventory are available to maintain all bid equipment in effective operation.

***Guarantees/Warranties***

Bidders must indicate the full guarantees and/or warranties prevailing on all equipment, parts and labor.

***Delivery and/or Completion***

Bidders shall indicate delivery or completion date of product(s) or service(s). These dates may be taken into consideration in making the award. Penalties imposed upon the District for late performance, shall be the responsibility of the vendor.

***Manuals, Instructions, Etc.***

Successful bidder must deliver with the product two (2) copies each of operation, shop and parts manual; instructions and schematics pertaining to the equipment or product to be furnished to the District.

***Samples and/or Demonstrations***

Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the District unless otherwise stated in the Bid Documents. If samples should be requested, such samples are to be provided at the expense of the bidder and become the property of Laguna Madre Water District unless other agreement is accepted by the District.

***Quality***

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade of workmanship, unless the option to include supplemental proposals for pre-owned, or demonstrator equipment or materials has been specified by the District.

***Default Provision***

In case of default by the bidder or contractor, the Laguna Madre Water District may procure the products or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

***Compliance with Law***

All goods or equipment bid shall comply with all applicable Federal, State, and local laws relative thereto including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the District from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or material.

***Liability Insurance***

The successful bidder must carry Public Liability Insurance with limits of at least $500,000 to $1,000,000 to protect the Laguna Madre Water District. Said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workmen's Compensation so that the Laguna Madre Water District will not be liable in any way for any claim evolving from said work in carrying out the contract.

***Delivery Provisions***

Bid price is to be based upon the delivery terms of Free on Board to each of the Laguna Madre Water District facilities listed on the specifications sheet. Title to the purchased goods does not pass until the item(s) is received by the District.

***Withdrawal of Bids***

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the District Administrator prior to the specified time of opening. Formal bids, amendments thereto, or requests for withdrawal of bids received by the District Budget and Finance Director after time specified for bid opening will not be considered.

***Taxes***

The Laguna Madre Water District is exempt from Federal Excise Tax and Texas Sales Tax and same shall not be charged to the District.

***Hold Harmless Agreement***

The successful bidder shall agree to save and hold harmless and defend the Laguna Madre Water District from and against any or all claims, demands, suits and liability for death or injury to any person or damage to or loss of property, which injury, loss or damage is caused by or arises out of the execution of this contract of agreement.

***Proposal Costs***

All proposal costs are the responsibility of the bidder. Laguna Madre Water District will not be liable for any costs incurred in proposal preparation, presentation or contract negotiation.

***Further Information or Clarification***

Before submitting a proposal, bidder should carefully examine the entire Contract Document, including the specifications, and by the submission of a bid, the bidder will be understood to have read and be fully informed as to the contents of all of the bidding documents. Bidder should especially note any state or federal regulations and/or requirements in bids involving funds from respective agencies and be prepared to adhere to those requirements.

Should a bidder find any discrepancies, omissions, ambiguities, or conflicts among the contract documents, or be in doubt about their meaning, they should bring such questions to the attention of the Laguna Madre Water District Finance Director no later than five (5) business days prior to the date of the receipt of bids. The Laguna Madre Water District Finance Director will review the questions and, where information sought is not already indicated or specified, there will be a clarifying "Notice to Bidders," which will become part of the Bid Documents. Neither the District nor the Finance Director will be responsible for any oral instructions.

Laguna Madre Water District reserves the right to request any additional information that it may deem necessary before or after the proposal has been received. Should you wish to request any additional information or clarification on this bid; you must do so in writing via email or other delivery method that shall be your sole responsibility prior to the opening of the bids. The District shall be the sole determiner of the appropriateness of your request and whether it shall issue a response.

Should the District deem it appropriate to respond to your request for additional information; both your request and the District's response will be provided to the other bidders.

Your request is to be submitted to:

Enrique Samaniego, Purchasing Agent

956-943-2626 Ext. 312/ esamaniego@lmwd.org

Laguna Madre Water District, 105 Port Road, Port Isabel, TX 78578