

CITY OF CONROE PURCHASING DEPARTMENT REQUEST FOR QUOTATIONS

Return Quotes to Wesley Wagner www.wagner@cityofconroe.org. Please call Wesley at 936-522-3914 for any questions.

tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized. 2. The City of Conroe will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice. 3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions .	Date:	12/13/21				
Equipment to be delivered FOB to Conroe Texas – expedited delivery schedule 1. The City of Conroe, Tax No. 74-6000-555 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized. 2. The City of Conroe will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice. 3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions. 4. In case of discrepancy between the unit price and the extension price, the unit price will be taken. ALL PROPOSALS MUST BE SIGNED BY HAND. The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal. Delivery can be made:	Bids v	vill be received until:	2:00 P.M. on 12/17/21			
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Names of Business:Mailing Address CityStateZip By:Title	and te	rms there stated and in stric	et accordance with the specific	cations and genera		
CityStateZip	Delive	ery can be made:	Cash Discour	nts		Days
By: Title	Name	s of Business:	Mailing Address			
	City_		State	Zip		
Phone: E-mail Address:	By:		Title	;		_
	Phone	:	E-mail Address:			
NOTE:	NOTE					

DESCRIPTION: SOCCER JERSEY SPECS

- (1) Color logo front, either black or white depending on the color of the shirt
- (1) Color logo right sleeve, either black or white depending on the color of the shirt
- (1) Color 6" number on back (#'s 1-up, per team) either black or white depending on the color of logo (to match color logo on front of shirt)
- (12) Different shirt colors: Red, Royal Blue, Gold, Forest Green, Purple, Texas Orange, Lime Green, Maroon, Electric Blue, Graphite, White, Black

<u>Estimated 1800 shirts for Spring and Fall Seasons</u>, potential for reorders after initial order.

Delivery time from order date?	

DESCRIPTION	SIZE	QUANTITY	TOTAL PER SHIRT
A4 Dryfit Performance Tee:	YOUTH EXTRA SMALL	1	\$
A4 Dryfit Performance Tee:	YOUTH SMALL	1	\$
A4 Dryfit Performance Tee:	YOUTH MEDIUM	1	\$
A4 Dryfit Performance Tee:	YOUTH LARGE	1	\$
A4 Dryfit Performance Tee:	ADULT SMALL	1	\$
A4 Dryfit Performance Tee:	ADULT MEDIUM	1	\$
A4 Dryfit Performance Tee:	ADULT LARGE	1	\$
A4 Dryfit Performance Tee:	ADULT EXTRA LARGE		

DESCRIPTION: CONROE YOUTH FLAG FOOTBALL JERSEY SPECS

- (2) Color logo front, either black or white depending on the color of the shirt
- (2) Color logo right sleeve, either black or white depending on the color of the shirt
- (2) Color 6" number on back (#'s 1-up, per team) either black or white depending on the color of logo (to match color logo on front of shirt)
- (8) Different shirt colors: Scarlet Red, Royal Blue, Gold, Forest Green, Lime Green, Maroon, Texas Orange, Black <u>Estimated 400 shirts for Spring and Fall Seasons</u>, potential for reorders after initial order.

Delivery time from order date?	

DESCRIPTION	SIZE	QUANTITY	TOTAL PER SHIRT
A4 Dryfit Performance Tee:	YOUTH EXTRA SMALL	1	\$
A4 Dryfit Performance Tee:	YOUTH SMALL	1	s
A4 Dryfit Performance Tee:	YOUTH MEDIUM	1	s
A4 Dryfit Performance Tee:	YOUTH LARGE	1	s
A4 Dryfit Performance Tee:	ADULT SMALL	1	\$
A4 Dryfit Performance Tee:	ADULT MEDIUM	1	s
A4 Dryfit Performance Tee:	ADULT LARGE	1	\$
A4 Dryfit Performance Tee:	ADULT EXTRA LARGE		

CITY OF CONROE

1. <u>Preparation of Quotes:</u>

Quotes for "City of Conroe-Quote for Soccer and Flag Football Jerseys" shall be E-mailed to the attention of Wesley Wagner wwagner@cityofconroe.org. Questions: Wesley Wagner 936-522-3914

2. <u>Communications:</u>

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

3. <u>Substitutions:</u>

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

4. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

5. References:

The City of Conroe may request bidders to supply, with this Invitation to Quote, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

6. <u>Delivery of quotes:</u>

It is the bidder's responsibility to deliver his quote at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set. IF no quotes are received by the due date, the City reserves the right to extend the due date of the quotes.

7. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

8. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

9. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

10. <u>Ethical Standard:</u> No City official or employee shall have interest in any contract resulting from this "RFQ". Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

11. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

12. <u>Independent Contractor Relationship:</u>

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Invitation for Quotes will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

13. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

14. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.

Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

15. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

16. Term of Contract:

This will be a blanket contract for one year with the option to renew for four (4) additional years. Each individual year renewal will be determined by City staff at time of renewal.

17. Proposal Agreement and Certification

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)	(Name of Authorized Agent – Printed)
(Street Address / P.O. Box)	(Authorized Agent Signature)
(City / State / Zip Code)	(Date)
(Phone)	(E-Mail Address)