



**THIS IS A JOINT BID COMBINING
THE NEEDS OF THE FOLLOWING CITIES:**

**ADDISON
CARROLLTON
COPPELL
FARMERS BRANCH
FRISCO**

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

**REQUEST FOR PROPOSAL FOR WATER TANK
CLEANING, INSPECTION, AND REPAIRS**

RFP # 19-043

CLOSING DATE:

TUESDAY, AUGUST 27, 2019

11:00 AM (CST)

**NOTE: ALL SUPPLEMENTAL DOCUMENTATION IS POSTED TO THE CITY'S WEBSITE AT
<https://www.cityofcarrollton.com/departments/departments-a-f/finance/purchasing/current-bids>**

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NOTICE TO BIDDERS

Sealed Request for Proposal's will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 until the hour of **11:00 AM (CST) on the 27th day of August, 2019**; at which time proposals duly delivered and submitted will be considered for supplying the following:

RFP FOR WATER TANK CLEANING, INSPECTION AND REPAIR**RFP # 19-043**

Any proposals received after stated closing time will be returned unopened. If proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Manager before the advertised date and hour for opening of proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened. **The City Hall Building business hours are: Monday- Thursday, 7:30 AM to 5:30PM, and Friday, 7:30 AM to 11:30 PM.**

Information concerning the proposal specifications may be obtained by emailing Crystal Bowman crystal.bowman@cityofcarrollton.com . ***RFP RESPONSES WILL NOT BE ACCEPTED AT THIS EMAIL ADDRESS.*** **Information on the bid/proposal process/procedures** may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Carrollton Municipal Building is wheelchair accessible. For accommodations needed for bid openings, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

Publication Dates: Sunday, August 11, 2019 & Sunday, August 18, 2019**Closing Date: Tuesday, August 27, 2019 11:00 AM (CST)**

PART I GENERAL CONDITIONS

GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under an award without the written consent of the City Manager or Assistant City Manager authorized to bind City on. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interests of the City.

Proposals will be rated based on the following criteria:

- **Pricing 35 %**
- **Years of Experience and membership associations 40%**
- **References from municipal governments in Texas similar to the City..... 25%**

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted in person, or by mail.
- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535.
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP’s will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Proposals must be marked on the outside of the packaging, “**RFP# 19-043 WATER TANK CLEANING, INSPECTION, AND REPAIR SERVICES**”. Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.

- **Please note electronic copies of Attachment E – Pricing Sheet must be submitted using FLASH DRIVE and must be in EXCEL FORMAT ONLY.**
- As an alternative to the digital signature, the request for proposals' **Proposal of Submitters form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.**
- Firms interested in this project shall submit **two (2) copies** of the proposal and required documents listed throughout the RFP no later than **TUESDAY, AUGUST 27, 2019 @ 11:00 AM** to the address and contact person listed on page #3.

1.5 BRAND NAMES

If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an “equal product”, their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **60** days written notice with good cause as determined by the City.

1.7 CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions no later than the deadline for questions. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

1.8 COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City’s option.

1.9 CONTRACT CLAUSE

All proposers understand and agree that the vendor's request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS, OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS, THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease,

\$100,000 per employee with a per policy aggregate of \$500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Bidder's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, Bidder shall endorse applicable insurance policies as follows:
1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

- C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed or may enter into an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses generally known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.

- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.19 REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked, that it is in all things true and accurate and free of mistakes, and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

REQUEST FOR PROPOSAL # 19-043 WATER TANK CLEANING, INSPECTION AND REPAIR SERVICE REQUIREMENTS

The service to be purchased from this contract will be used by our Public Works department for the inspection as well as the cleaning and repair (when necessary) of all of our elevated and ground water storage tanks. The City of Carrollton Public Works and Purchasing departments is coordinating this multi-city bid for this service with the intention of saving money through a collaborative effort. The cities that participated in this bid are Addison, Carrollton, Coppell, Farmers Branch and Frisco.

DIVER AND TANK CLEANING REQUIREMENTS

DIVE INSPECTIONS

- Vendors must provide human divers as related to all services performed in this contract. All work shall be performed by ADCI and Confined Space certified individuals only, duly licensed and authorized by the State of Texas law and in compliance with all AWWA, TCEQ and OSHA standards, codes and applicable Federal and State laws. Upon award of the agreement, the vendor must provide each city with copies of all applicable licenses and certification for the divers who will be performing the services.
- Must be certified to dive and inspect potable water systems.
- Will be required to follow all OSHA safety regulations.
- Must be able to do inspections between the hours of 8am – 3:00PM, Monday through Friday (8-3:30pm in Coppell & Addison). In Carrollton, Farmers Branch and The City of Frisco the vendor must be able to do inspections between the hours of 7 a.m. – 3 p.m., Monday through Friday.
- Will be able to provide an under-water inspection video on DVD, still photos of both the inside and outside of the tanks, certificate of inspection, and TCEQ Qualifying written Report detailing any deficiency with itemized prices to make repairs.
- Must be able to inspect Cathodic Protection systems.
- Tanks must be left in service during inspections.
- Reports will be expected to be delivered within 30 calendar days after inspection is complete.

TANK CLEANING

- Vendors must provide human divers as related to all services performed in this contract. All work shall be performed by ADCI and Confined Space certified individuals only, duly licensed and authorized by the State of Texas law and in compliance with all AWWA, TCEQ and OSHA standards, codes and applicable Federal and state laws. Upon award of the agreement, the vendor must provide each city with copies of all applicable licenses and certification for the divers who will be performing the services.
- Must be certified to dive and clean potable water systems.
- Will be required to follow all OSHA safety regulations.
- Must be able to do cleaning between the hours of 8am – 5pm, Monday through Friday in Addison and Coppel, 7am – 3pm Monday through Friday in Carrollton, Farmers Branch and the City of Frisco must be able to provide an after-cleaning video.
- Must be able to provide cleaning solutions on tanks where the elevation and depth of the water level may not accommodate standard cleaning practices.
- Tanks must be left in service during cleaning.
- Video will be expected to be delivered within 14 calendar days after cleaning is complete.

REPAIR

- Vendors must provide human divers as related to all services performed in this contract. All work shall be performed by ADCI and Confined Space certified individuals only, duly licensed and authorized by the State of Texas law and in compliance with all AWWA, TCEQ and OSHA standards, codes and applicable Federal and State laws. Upon award of the agreement, the vendor must provide each city with copies of all applicable licenses and certification for the divers who will be performing the services.
- Must be certified to dive, clean and repair potable water systems.
- Will be required to follow all OSHA safety regulations.
- Must be able to conduct repairs between the hours of 8am – 5pm, Monday through Friday in Coppel, & Addison. In Carrollton, Farmers Branch and the City of Frisco, must be able to conduct repairs between the hours of 7 a.m. – 3 p.m., Monday through Friday.
- Will be able to provide after-repair completion pictures.
- Tanks must be left in service during repairs if applicable.
- Pictures will be expected to be delivered within 14 calendar days after repairs are complete.

SPECIAL CONDITIONS

1. Length of this price agreement shall be for one (1) full year. The bid may be extended for an additional four (4) -one year extensions if mutually agreed by the individual cities participating in the bid and the winning vendor.
2. This bid is a joint effort of the cities of Addison, Carrollton, Coppell, Farmers Branch, & Frisco. Although the bid is being coordinated by Carrollton, approval of the bid award will be done according to the procedures of each individual city.
3. Prior to performing any repair work the winning bidder, must provide the City with all costs in writing and receive a purchase order.
4. The cities participating in this bid reserve the right to increase or decrease these quantities during this agreement upon usage.
5. The cities reserve the right to cancel this agreement upon thirty (30) days written notice with good cause.
6. The insurance requirements for each city are listed as a part of this bid. The winning contractor will be expected to provide an insurance certificate compliant with each city's requirements.
7. The Conflict of Interest Questionnaire must be filled out for each government entity in this bid, and submitted with your response.
8. Vendor must have a minimum of five (5) years' experience.
9. The vendor must submit three references from current/past customers with similar equipment and scope of work.
10. Each city is responsible for coordinating with the winning vendor the work to be performed in their city. While the intention and expectation is to have all tanks inspected, the cleaning of the tanks will be based on the inspection report and coordinated and handled by each individual city. Vendors should not automatically assume that all tanks will be cleaned; this will be based on the inspection report and each city will make their own independent decision. The expectation is that each city will schedule work when ready; however the intention an anticipated time frame for inspections will occur around the month of November.

11. Tank locations provided will be inspected annually and cleaned as need. Each city is responsible for coordinating with the winning vendor the work to be performed in their city. Cleaning, maintenance, and repair will be done on an as needed basis. The winning bidder will provide the City, with an hourly rate for these services, minimum of hours required (if applicable), mileage charge (if applicable), and the vendors cost of the replacement and or repair parts plus percent markup. Each city at their discretion can either accept or deny these services. Each city has the option to accept or reject any repairs, and to get separate quotes as they deem necessary.
12. Tank Inspection/Reports must meet or exceed the Texas Commission on Environmental Quality (TCEQ) requirements Rules and Regulations for Public Water Systems 30 TAC Chapter 290.46
13. Payments will also be made by each city for the work performed on their tanks.
14. Invoices must be detailed (no lump sums) by line item for each task performed, labor costs, the cost of the parts and the mark up.
15. Pricing must be submitted hourly for cleaning and repair as indicated in the bid,.
16. Please provide a listing of associations and or organizations that your company is a member of.

EXHIBITS

SEE EXHIBIT 1

- **INSURANCE REQUIREMENTS**
 - **CITY OF CARROLLTON**
 - **TOWN OF ADDISON**
 - **CITY OF COPPELL**
 - **CITY OF FARMERS BRANCH**
 - **CITY OF FRISCO**

SEE EXHIBIT 1**CITY OF CARROLLTON****INSURANCE REQUIREMENTS – CONSTRUCTION**

Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award.

Cancellation Policy must read as follows:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left.”

INSURANCE:

The Contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amount as may be necessary to protect himself and the interest of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Owner but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this contract. The certificates shall state that 30 days advance written notice will be given to the Owner before any policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

WORKERS COMPENSATION INSURANCE COVERAGE:

(A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

(C) **The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**

- (D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.**
- (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is

representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are **owned, non-owned, or hired**.

The liability limits shall not be less than:

Bodily injury\$250,000/person
\$500,000/occurrence
Property Damage	...\$100,000/occurrence

The insurance shall be of the occurrence type and name the Owner as an additional insured.

COMPREHENSIVE GENERAL LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury\$250,000/person
\$500,000/occurrence
Property Damage	...\$500,000/occurrence
	...\$500,000/aggregate

The insurance shall be of the occurrence type and name the Owner as an additional insured.

CITY OF COPPELL

Certificate of Insurance

After award of contract, Contractor will provide Owner with Certificate of Insurance, which will be executed and bound here with final documents.

Please see the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition, Item 103.4 for insurance policies required.

- Contractor's Insurance
 - Worker's Compensation – As set forth in the Workers Compensation Act
 - Commercial General Liability - \$1,000,000 Accident/Occurrence
 - Automobiles - \$500,000 Combined single limit per occurrence
 - Owner's Protective Liability - \$600,000 per occurrence; \$1,000,000 aggregate
 - "Umbrella" Liability - \$1,000,000 per occurrence with drop down coverage
 - Liability (Public) - \$1,000,000 Aggregate; \$1,000,000 Products & Completed Operations Aggregate

- Additional insured – The Owner shall be named as an additional insured on the Commercial General Liability (Public), Owner's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

Please see the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition, Item 107.2 for indemnification requirements.

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers’ Compensation Employers’ Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee\$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</u> Insurance company must be A:VII- rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ **Date:** _____

CITY OF FARMERS BRANCH

INSURANCE REQUIREMENTS

CONTRACTOR’S LIABILITY INSURANCE

The Contractor at his own expense shall purchase, maintain and keep in force such insurance as will protect him from any and all claims against OWNER or any of his consultants, agents or employees, by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- a) Workers’ compensation claims;
- b) Claims for damages of bodily injury, occupational sickness or disease or death of his employees, and claims insured by usual bodily injury liability coverage;
- c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverage; and
- d) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The insurance required to be furnished by contractor and all subcontractors and sub-subcontractors shall be written in the form and for coverage and limits not less than the following:

- a) Workers Compensation (including occupational disease) Insurance to cover full liability under the Workers Compensation Laws of the State of Texas with Employer’s Liability coverage in limits not less than the following:

\$1,000,000per accident
 \$1,000,000per person for disease
 \$1,000,000per disease aggregate

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier’s right of subrogation with respect to OWNER and his consultants, agents and employees.

- b) Comprehensive General Liability Insurance, including, on an “occurrence” basis, insurance for Hazards of Operations, Elevators, Independent Contractors, products and Completed Operations. Contractual Liability Insurance either designating this contract or written “Blanket” designating all written agreements. Such Comprehensive General Liability and Contractual Liability Insurance must be endorsed with Board Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse, and underground hazards. The insurance required by this clause (b) shall be in limits not less than the following:

Bodily Injury or Death Liability and Property Damage Liability

\$1,000,000each occurrence
\$1,000,000annual aggregate

Personal Injury Liability

\$1,000,000each occurrence
\$1,000,000aggregate

- c) Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the Work with the following minimum limits:

Bodily Injury and Property Damage

\$1,000,000.....combined single limit for each occurrence

- d) Comprehensive Catastrophe Liability (umbrella) indemnifying for ultimate net loss, sustained by reason of liability imposed by law or assumed under contract arising out of:

- (1) Personal Injury, including death at any time resulting therefrom, sustained by any person or persons:
- (2) Property Damage for damages because of injury to or destruction of tangible property including consequential loss resulting therefrom, caused by an occurrence:
- (3) Advertising, for damages because of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy arising out of advertising activities. As respects Contractor, such insurance shall be limits not less than the difference between:

- 1) \$1,000,000.....each occurrence
\$2,000,000.....annual aggregate with respect to Product Hazard; and

The applicable limits of the insurance set forth in (a), (b), and (c) above.

As respect to Subcontractors and Sub-subcontractors, such insurance shall be in not less than the difference between:

- 1) \$1,000,000.....each occurrence
\$1,000,000.....annual aggregate with respect to Product Hazard; and
- 2) The applicable limits of the insurance set forth in (a), (b), and (c) above. This insurance shall include Property Damage coverage for property in care, custody, or control of the insured at least to the extent such coverage is provided by the Board Form Property Damage Endorsement required in (b) above.

Certain minor Subcontractors and Sub-subcontractors may have less than the limits outlined above coverage, subject to OWNER expressed approval. Insurance described herein shall be written in company or companies, satisfactory to OWNER. If the CONTRACTOR, all Subcontractors and Sub- subcontractors fail to procure and maintain the said insurance for and in the name of such parties and such parties shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

Such parties will not violate or knowingly permit to be violated any conditions of insurance described herein. All such parties and any other policies of insurance which CONTRACTOR and all Subcontractors and Sub-subcontractors may elect to secure and maintain to work shall and which are in any way related to the work shall also be endorsed waiving carrier's rights of subrogation with respect to OWNER.

CERTIFICATE OF INSURANCE

Proof of insurability must be submitted before award of contract. Before commencing any of the work, CONTRACTOR shall file with OWNER valid Certificates of Insurance acceptable to the OWNER. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) day's prior written notice has been given to the OWNER. It is agreed that the City of Farmers Branch and its officers, employees and elected officials are included as additional insured as their interest may appear.

Waiver of subrogation: City of Farmers Branch and its officers, employees and elected officials.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all Subcontractors. The Insurance carrier shall be an admitted insurance company to do business in Texas and exception shall be approved by OWNER.

PLACE HOLDER FOR CITY OF FRISCO - INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS

- A. All policies shall name the City of Frisco, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A-” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

<u>Coverage Required</u>	<u>Limits</u>
<u>X</u> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u>X</u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
___ 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
___ 4. Professional Liability	<ul style="list-style-type: none"> ▪ Minimum \$ 1,000,000.00 each claim; ▪ Minimum \$ 2,000,000.00 in the aggregate.
<u>N.A.</u> 5. Umbrella Coverage or Excess Liability Coverage	<ul style="list-style-type: none"> ▪ An amount of \$ 2,000,000.00.
<u>X</u> 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.	
<u>X</u> 7. General Liability and Workers Compensation Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.	
<u>X</u> 8. Thirty (30) days’ notice of cancellation, non-renewal, or material change required. The words “endeavor to” and “but failure” (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<u>X</u> 9. Insurance company has a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).	

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

Page 2 of 3

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will not contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.

SIGNATURE: _____

PROPOSAL OF BIDDERS
Page 3 of 3

**RFP# 19-043
REQUEST FOR PROPOSAL FOR
WATER TANK CLEANING, INSPECTION
AND REPAIR SERVICES**

Respectfully Submitted,

**PLEASE PROVIDE A COPY OF
YOUR W-9**

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON

MAILING ADDRESS CITY STATE ZIP

PAYMENT ADDRESS CITY STATE ZIP

PHONE NUMBER FAX NUMBER

E-MAIL ADDRESS WEB PAGE

HUB Vendor Status **YES (attach certification)** **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who’s company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO PROPOSAL RESPONSE: If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO PROPOSAL RESPONSE may be faxed to: 972-389-9557 _____

ATTACHMENT B

REFERENCES

Please list at least three references of governments, individuals or companies that have used your services. Use additional pages as needed. Additional consideration will be given to governmental references.

1. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

2. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

3. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

PRODUCTS/SERVICES USED

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to 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 City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated

Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box 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 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 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 officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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.

Local Government Code § 176.001(1-a): "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.

ATTACHMENT D

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> <tr><td style="height: 20px;"> </td><td> </td></tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is no Interested Party. <input type="checkbox"/>																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																			
ADD ADDITIONAL PAGES AS NECESSARY																			

ATTACHMENT E

19-043 WATER TANK CLEANING, INSPECTION & REPAIR

PRICING SHEET- PLEASE SEE ATTACHMENT E

PLEASE NOTE THE PRICING SHEET MUST BE SUBMITTED ELECTRONICALLY ONLY (ON A FLASH DRIVE) AND MUST BE COMPLETED IN EXCEL FORMAT ONLY; FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR PROPOSAL.

