CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

REQUEST FOR PROPOSAL FOR

WATER UTILITIES CHEMICALS

(DEGREASERS, DECHLOR TABS)

RFP # 19-019

CLOSING DATE:

TUESDAY, APRIL 2, 2019

1:00 PM

NOTICE TO BIDDERS

Request for Proposals will be received by the city of Carrollton, Carrollton, Texas, at the office of Patty Helms, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email (see page #4)**, or **via email provided a digital signature is included** until the hour **1:00 PM Am on the 2ND day of April, 2019;** at which time bids duly delivered and submitted will be considered for supplying the following:

RFP FOR WATER UTILITIES CHEMICALS
RFP# 19-019

Any Request for Proposal received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider (ISP) 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.

Information concerning the Request for Proposal specifications may be obtained by calling John Jackson, Water Utilities Maintenance Supervisor at 972-466-4206 or john.jackson@cityofcarrollton.com . Please copy purchasing@cityofcarrollton.com

Information on the Request for Proposal process/procedures may be obtained from Patty Helms, Purchasing Manager, 972-466-3115 or via email at 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 or sign, interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (972) 466-3133.

City of Carrollton, Texas

Patty Helms

Patty Helms, Purchasing Manager

Publication Dates: Sunday, March 17, 2019 & Sunday, March 24, 2019

Closing Date: Tuesday, April 2, 2019 1:00 PM

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PART I

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 ANNUAL CONTRACT FUNDING

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

1.3 ASSIGNMENT OF REQUEST FOR PROPOSAL

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.4 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After Request for Proposals are opened and publicly read, the bids 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 bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be based on the following criteria:

- **Price 75%**
- **Ability to deliver product in a timely manner ……. 10%**
- **Packaging as listed in the RFP and vendor history ..... 15%.**

1.5 BID SUBMISSION

Request for Proposals must be submitted electronically only.

- To submit a proposal electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the bid may be sent electronically and the proposal to bidders form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.
- **Submit Request for Proposal via email to** bids@cityofcarrollton.com
- Bids will not be accepted without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.

1.6 BRAND NAMES

If items for which bids 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. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids 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 bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

1.7 CHANGES OR ALTERATIONS

No part of this bid may be changed or altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. Changes made without submission of a written request to this bid will result in disqualification.

1.8 COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

1.9 CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid 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 bidder, the City may procure the articles from other sources and hold the bidder 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 Bidder 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 bid. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order or work hereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the bidder 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 $1,000,000 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 Mark43'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, the consultant 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.

6. During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of $1,000,000. The insurance policy must name the City of Carrollton as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

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 strives to be environmentally friendly in all aspects; including but limited to products and supplies used, equipment and procedures. The City supports recycling. Contractor should supply and use environmentally friendly products unless none are available. Contractor shall notify City in writing prior to using any non-environmentally product is used. The City will determine the acceptability of the materials/product.

Successful bidder(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. As such, the City has executed 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 bid 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 bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids 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 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. No partial payment will be made.

Payment will not be made by the City until the vendor 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 will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF BIDS

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

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

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

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- The bidder being interested in any litigation against the City.
- The bidder 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

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening bids. After other bids 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 bids have been opened, and the bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

1.20 SALES TAX

The total for each bid 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 bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

INTRODUCTION

The intention of this RFP is to obtain vendor(s) that can supply chemicals used by various Public Works Water Divisions for the cleaning and repairs of sewer systems throughout the City.

SPECIAL CONDITIONS

1. The Water Chemical Pricing Sheet must submitted electronically and must be in Excel format only. Failure to do so may result in rejection of your RFP. bids@cityofcarrollton.com

2. Request for Proposals must be submitted electronically only.
   a. bids@cityofcarrollton.com an electronically signature is required.
   b. An RFP format allows for price negotiations after the bid opening, so Carrollton has chosen this format as a way of protecting vendors against future price increases. We have also built into this RFP the ability to increase or decrease prices based on market conditions and verification. Both are listed below.

3. **RFP EVALUATION:** The RFP will be awarded using the following criteria:

   a. Price 75%
   b. Ability to deliver product in a timely manner 10%
   c. Packaging as listed in the RFP and vendor history 15%

   AWARD AND PRICING
   After your response to this RFP is submitted, the City may/will negotiate a final price which is then approved by City Council. Prior to City Council approval, if any market changes occur, the responding vendor must notify the Purchasing department of this immediately. Once this Council approval occurs, pricing will be subject to the Market Verification terms listed above for price increases and decreases.

   After the award, vendors who have been awarded a contract and wish to propose adjusted pricing to the agreement due to changes in the market must do so through certified mail or via e-mail to the Purchasing Department. Documentation verifying the reason for the price increase must be sent as part of the request. Upon review of adjusted proposals, the City of Carrollton may elect to dissolve the existing contract upon its expiration date or accept the vendor's proposal.

4. Length of this Request for Proposal shall be for one full year. This Request for Proposal award may be extended for two one-year periods if mutually agreed by both parties.

5. Pricing must remain unchanged during the initial contract term. Any increases during a renewal period must provide proof of increase in commodity and must be agreed upon by both the vendor and the city.

6. Quantities as shown on the proposal sheet are estimates. The city of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage.

7. The city of Carrollton reserves the right to cancel this agreement upon thirty (30) days written notice with good cause.

8. Purchase orders will be issued on an as needed basis throughout the year. Orders will NOT be placed at once.

9. City of Carrollton reserves the right to require samples on any item prior to the award.

10. Request for Proposals will be awarded by line to the best value vendor per item meeting all of the specifications.

11. The city of Carrollton reserves the right to make a Request for Proposal award to either one vendor who's bid is the best value for the city, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly

12. M.S.D.S – MUST BE SENT WITH EACH ORDER.

13. ALL ITEMS MUST BE BID BY THE PACKAGING SPECIFIED (I.E. BY THE CASE, BOTTLE, ETC.). FAILURE TO COMPLY WITH THIS CONDITION MAY RESULT IN DISQUALIFICATION.

14. PLEASE INCLUDE SHIPPING CHARGES INTO YOUR RFP PRICING.

15. Equivalent products will be evaluated and possibly accepted if proven equal or better. Vendors responding to this bid must provide detail product literature on equivalent products and be willing to submit samples if requested.

16. If you choose to submit a response for an alternate product or the specified product packaged in ANY WAY that is different from specified, please attach that separately. Please only respond on page #11 to the packaging specified.

17. If your company is a HUB vendor, please provide a copy of your HUB vendor certification certificate.

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

All:

The following bid 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.).

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 doing 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.

In addition, the Vendor who wins a bid 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 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 to these two laws for the term of the bid award**.

SIGNATURE: _____

Water Utilities Chemicals
RFP# 19-019

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR COMPANY'S W-9

_____
SIGNATURE

_____
DATE

_____
PRINTED NAME TITLE

_____
COMPANY NAME CONTACT PERSON (Must have knowledge of Bid)

_____
BILLING ADDRESS STREET CITY STATE ZIP

_____
MAILING ADDRESS STREET CITY STATE ZIP

_____
PHONE NUMBER (metro/toll free) FAX NUMBER E-MAIL ADDRESS

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 RFP REPSONSE: If response is not received in the form of a "Request for Proposal" or "No Request for Proposal" 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 Request for Proposals may be faxed to: 972-389-9557_____

PLEASE SEE ATTACHMENT 1 –

19-019 WATER CHEMICAL PRODUCT PRICING SHEET

THIS FORM MUST BE SUBMITTED ELECTRONICALLY AND IN EXCEL FORMAT ONLY, FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR RFP.

INSURANCE AFFIDAVIT

1. Commercial General Liability: Insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per occurrence and Five Hundred Thousand Dollars ($500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than One Hundred Thousand Dollars ($100,000.00). The general Liability Insurance must name the City as an additional Insured.

2. Automobile Liability: Insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles protecting Contractor and City as an additional insured with limits not less than Two Hundred Fifty Thousand, Five Hundred Thousand and One Hundred Thousand.

3. Worker's Compensation and Employers' Liability: Statutory. Employers Liability policy limits of Five Hundred Thousand Dollars ($500,000.00) for each occurrence, Five Hundred Thousand Dollars ($500,000.00) Aggregate – Disease. Alternative policies are not acceptable.

4. Professional Liability Errors and Omissions Insurance to protect Contractor and City from liability arising out of the performance of professional services in the sum of not less than Three Hundred Thousand Dollars ($300,000.00) per occurrence and Five Hundred Thousand Dollars ($500,000.00) aggregate.

5. A fidelity bond may be substituted for the professional liability insurance and should be in the amount of the submitted annual bid with no deductibles, or it must state that the City is not responsible for deductibles.

6. Other Insurance Provisions:
   a. The City shall be named as an additional insured on the Commercial General Liability and automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
   b. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
   c. Insurance is to be placed with insurers with a Best rating of no less than A VII. The company must also be duly authorized to transact business in the State of Texas.
   d. Workers' Compensation and Employers' Liability Coverage: 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.
   e. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Department with a copy to: Carrollton Facility Services Manager, P.O. Box 110535, Carrollton, TX 75011-0535.

THIS FORM MUST BE TURNED IN WITH YOUR BID

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the Vendor identified below. If the Vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

_____ _____

Agent Signature Printed Name

_____

Name of Insurance Carrier

_____

Address of Agency City State Zip

_____

Phone # Fax # Email Address

_____

Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this _____ day of _____, 2019.

(seal)

_____

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this Vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact, City of Carrollton Purchasing at 972-466-3115.

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

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

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.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

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.**

6 ☐ 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).

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

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.

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)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File