CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

WRITTEN FIRE PROMOTIONAL EXAMS

ANNUAL QUOTE # 19-027

CLOSING DATE:

WEDNESDAY JULY 10, 2019

11:30 AM

NOTICE TO BIDDERS

Quotes 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 #6)**, **provided a digital signature is included** until the hour **11:30 am on the 10th day of July;** at which time proposals duly delivered and submitted will be considered for supplying the following:

WRITTEN FIRE PROMOTIONAL EXAMS
ANNUAL QUOTE # 19-027

Any quote received after stated closing time will be returned unopened. If quotes are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the quote to the Purchasing Manager before the advertised date and hour for opening of quote. If mail is delayed by the postal service, courier service, and an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the quote opening, quotes thus delayed will not be considered and will be returned unopened.

Information concerning the specifications may be obtained by calling Adrian Perez, Workforce Services Manager 972-466-4917, or via email Adrian.perez@cityofcarrollton.com. Information concerning the quote process may be obtained by calling and or emailing the Purchasing Department at 972-466-3133, purchasing@cityofcarrollton.com.

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

The city of Carrollton Municipal Building is wheelchair accessible. To request a reasonable accommodation needed for quote openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

City of Carrollton, Texas

Patty Helms

Patty Helms, Purchasing Manager

Closing Date: **Wednesday, July 10, 2019 @ 11:30 AM**

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GENERAL CONDITIONS

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 quote is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.3 ASSIGNMENT OF QUOTE

The successful proposer may not assign their rights and duties under an 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 QUOTE CONSIDERATION / TABULATION

After quotes are opened and publicly read, the quotes will be tabulated for comparison on the basis of the Quote prices and quantities (lowest responsible vendor) or by the best value method shown in the quote. Until final award of the Contract, the city reserves the right to reject any or all quotes, to waive technicalities, and to re-advertise for new quotes, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The total long-term cost to the municipality to acquire the bidder's goods or services;

1.5 QUOTE SUBMISSION

Quotes may be submitted in person, electronically, or by mail.

- Submit quotes via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a quote via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Quote'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.
- Quotes must be marked on the outside of the packaging, "**19-027 WRITTEN FIRE PROMOTIONAL EXAMS**
- Responders must submit three copies of their proposal in some bound fashion but NOT in a 3-ring binder if paper copies are submitted. Please mark one as "Original". A completed copy of this QUOTE must be included in your submission.
- 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 bid website with 24 hours.
- Firms interested in this project shall submit **(3) three copies** of the above requested information no later than **Wednesday, July 10, 2019 @ 11:30** to the address and contact person listed on page #**2**.
- To submit a quote 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 quote 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 Quotes via email to** bids@cityofcarrollton.com
- Quotes will not be accepted without a signature.

1.6 BRAND NAMES

If items for which quotes 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. Quotes offering "equal" products will be considered for award if such products are clearly identified in the quotes 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 quote that they are offering an "equal product", their quote shall be considered as offering a brand name product referenced in the Proposal Schedule/Pricing Sheet.

1.7 CANCELLATION OF QUOTES

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

1.8 CHANGES OR ALTERATIONS

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

1.9 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 Quote at the City's option.

1.10 CONTRACT CLAUSE

All bidders understand and agree that the vendor's quote 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.

1.11 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.

1.12 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.

1.13 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each quote. 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.

1.14 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.

1.15 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 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.

1.16 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 quote 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 quote is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.17 PAYMENT TERMS & CONDITIONS

All quotes shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of quote. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes 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.

1.18 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.

1.19 REJECTION OF QUOTES

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

Quotes will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate quotes 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 quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, for any of the following specific reasons:

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

Proposers may be disqualified and their quotes 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.

1.20 REQUEST FOR NON-CONSIDERATION

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

1.21 SALES TAX

The total for each quote 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 quote. The City cannot determine for the bidder whether or not the quote 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 quotes are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

City of Carrollton, Texas
Annual Quote for # 19-027 for Written Fire Promotional Exams

Background:

The City of Carrollton, Texas has requested a proposal for the preparation of written promotional examinations for the Fire Department. The City of Carrollton is subject to the provisions of Chapter 143 of the Texas Local Government Code, Municipal Civil Service. Chapter 143 provides for the administration and grading of promotional examinations as well as providing for an appeals process to resolve disputes over the accuracy and validity of specific questions. The language of Chapter 143 mandates the use of multiple-choice questions, with the average test being comprised of 100 questions.

Scope of Work and Process :

Each examination will be written and customized to meet the City's exacting specifications. The City may select as many or as few source materials for the examination as they may so desire. Source materials may include, but shall not be limited to, fire service publications; management and leadership texts; and the City/Department's rules, regulations, standard operating procedures and civil service rules. The City may select and/or omit specific chapters or sections from source materials that are not applicable to the City or the Fire Department's mode of operation.

Each section of the examination is prefaced by a set of written instructions, which identifies the source of the questions and advises the test taker to select answer choices based solely upon the text contained in that source (illustrations, charts, graphs & diagrams are not to be used as sources for questions). On the answer key, each question will be followed by a citation of the source of the question. The test taker copy of the exam is prefaced by the set of written instructions identifying the source however they are not followed by a citation of the source question

Example:

Test

Instructions **Questions 1 through 15 were taken from Grant, N. K. and Hoover, D. H. (1994). Fire Service Administration. Quincy, MA: National Fire Protection Association. Your answers to questions 1 through 15 should be based solely upon the text contained in this source.**

Example:

Answer Key

C 1. Which of the following answer choices is associated with a leader rather than a manager?

A. They accomplish and conduct

B The answer how

C. They are concerned with effectiveness

D. They are concerned with efficiency

E. They have responsibility

Source: Chapter Two, p 17 (this is only available on the answer key copy, it is left off of the test taker copy)

The City will review a draft of each examination before the preparation of the final copy and may make corrections and suggest changes in the content of the examination. It is suggested that the test writer prepare a few extra questions for each source material to use as a replacement if any questions appear to pose a risk for appeal.

Proposal:

If selected, the consultant proposes to furnish the following items to the City of Carrollton:

- **One (1) electronic copy of each promotional examination**. Unless directed otherwise, each examination shall consist of 100 multiple-choice questions to be taken from the list of source materials chosen by the City.

- One (1) electronic copy of the answer key for each examination.

- The tests must be prepared using ®Word.

Upon receipt of payment, the examinations will become the property of the City of Carrollton and may be reproduced and used as often as the City so desires. The only exception is that the City may not offer the examination for resale.

In the event that the validity of a question is appealed, the Consultant will provide a written response to the Civil Service Commission defending the validity of the question within 3 (three) business days of receipt of the appeal information.

Expectations of Test Writer:

The City expects that a test writer will provide an advance review of the exam to the designated staff via email (8 weeks prior to the exam) beginning with the item review. The test writer will take City staff/SME feedback and incorporate changes as necessary. The test writer will send (via email) a final copy of the test and an answer key (with the book name, author, page number(s) and the correct answer all specified) at least 3 business days prior to the scheduled written exam. The test writer will prepare a written response to appeals on our form within 3 business days of receipt. The test writer will remove appealed questions (regardless of outcome) from future promotional exams. The test writer will prepare 100% new questions for every exam. It is typical that appeals will be received for every test written but rarely are more than 5 questions appealed. The advance review and revision of questions based on SME feedback has proven to help drive down the number of appeals received.

Expectations of the City:

If selected to prepare one or more written promotional examinations, the consultant will need to obtain the following items from the City:

- A tentative testing schedule for the 2 year period with the first exam of the two year period typically occurring in APRIL.

- A complete list of source materials for each examination, to include the author, title, edition, and publisher of each source as well as the chapters or sections to be used and/or omitted.

- The consultant maintains an extensive library of source material and will furnish copies of items that are commercially available. The City will, however, be required to furnish copies of rules, regulations, SOPs, map books, and other items that are unique to the City/Department.

- The City will be required to specify the number of questions to be taken from each source. **Again 100% new questions each year.**

- The City may furnish a copy of the job description, if available, for each rank tested.

Fees:

Please insert your calculation of fees associated with the test writing. Also, please insert any calculation of any additional services below. If you are proposing one additional 2-year period, under the same terms and conditions, please provide a cost projection for the second, 2-year period.

Example 1: Suppose that the City originally purchased four examinations at $13.50 per question, and then wished to revise the examination for Driver/Operator by substituting a new source and replacing 25% of the original questions. The price of the revised examination would be **$375** ($15.00 x 25 = $375.00).

Example 2: The City originally purchased four 100-question examinations for four different ranks at $400 per test. Appeal responses are billed at $100/question appealed regardless of the number of appellants for the same question. **Again 100% new questions each year.**

Client List:

The consultant has prepared entrance and/or promotional examinations for the following Texas fire departments: **Please specify in your response.**

Disclaimer:

The Consultant does not have any interest, relationship, or financial dealings with any person, firm, or government agency located in Carrollton, Texas. The Consultant agrees to fully comply with all applicable local, state, and federal laws related to the conduct of the scope of this work.

SPECIAL CONDITIONS

1. Length of this price agreement shall be for one 2-year contract with the option to renewal for an additional (1) one 2 year renewal period, provided both parties are in agreement.
2. The city of Carrollton reserves the right to cancel this agreement upon thirty- (30) days written notice with good cause.
3. Vendor must submit proof of insurance (by means of the attached insurance requirement affidavit) which meets or exceeds the limits stated within the quote documents.
5. Three references where the vendor has supplied like services to other governments or businesses. Please list at least 2 references preferably municipalities that you are currently doing business with. This information **IS a requirement to be considered for award of this quote**. Please provide this information on the sheet titled **Reference**. References should include the following:
   A. Company name
   B. Street address
   C. City, State, and Zip Code
   D. Contact person
   E. Telephone Number
   F. Product(s) and/or services provided to that client

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

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 quote and is a part of this quote, 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 quotes 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, the City shall not discriminate against any individual due to age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs. The City will not tolerate such discrimination in the furtherance of any services provided for the City.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this quote, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of quote 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 quote in collusion with any other bidder, and that the contents of this quote as to prices, terms or conditions of said quote 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 quote.

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 quote response and provide details of such business.

In addition, the Vendor who wins a quote award must guarantee that they will not employ a subcontractor in the performance of the quote award who falls under either law. Submission of a quote 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 with all of the above for the term of the quote award**.

SIGNATURE: _____

WRITTEN FIRE PROMOTIONAL EXAMS
ANNUAL QUOTE # 19-027

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

Respectfully Submitted,

_____
SIGNATURE

_____
DATE

_____
PRINTED NAME TITLE

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

_____
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 quote statute which references HUB vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO REPSONSE: If response is not received in the form of a "Quote" or "No Quote" bidder will be removed from quote list. Please give a specific reason as to why you are unable to quote, i.e.: we do not sell the required product/service.

No Quotes may be faxed to: 972-389-9557_____

THIS FORM MUST BE TURNED IN WITH YOUR QUOTE

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this quote 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 quote.

_____ _____
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.

Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Purchasing Division
City of Carrollton
P. O. Box 110535
Carrollton, Texas 75011-0535

REFERENCES

Please list five references of governments, individuals or companies that have used your services:

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

4. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS | CITY | STATE | ZIP

CONTACT PERSON | TELEPHONE NUMBER

PRODUCTS/SERVICES USED

5. _____

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS | CITY | STATE | ZIP

CONTACT PERSON | TELEPHONE NUMBER

PRODUCTS/SERVICES USED

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 quote 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 quote 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 quote.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your quote. In addition to the foregoing, after the submission of a quote 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 quote 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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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