CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

RFP# 21-004

FLEXBASE

CLOSING DATE:

MONDAY, NOVEMBER 2, 2020

11:00 AM

CENTRAL STANDARD TIME

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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 2ND day of November 2020;** at which time proposals duly delivered and submitted will be considered for supplying the following:

RFP # 21-004
FLEXBASE

Any request for proposals 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 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. 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 bid specifications may be obtained by emailing purchasing@cityofcarrollton.com and matt.stallcup@cityofcarrollton.com.

Information on the bid process/procedures may be obtained from the Purchasing Department, Ebonie Williams, City of Carrollton Buyer, (972) 466-3105 **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.

To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3115.

CITY OF CARROLLTON, TEXAS

Patricia Helms

Patricia Helms, Purchasing Manager

Publication Dates: **Sunday, October 18, 2020 & October 25, 2020**

Closing Date: **Monday, November 2, 2020 11:00 AM**

PART I
GENERAL CONDITIONS

GENERAL CONDITIONS FOR PRODUCTS

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/current/current bids

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 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:

- **Price ……75%**
- **Experience, References, Past Performance……..25%**

1.4 REQUEST FOR PROPOSAL SUBMISSION

- It is highly preferred that proposals are submitted electronically, via purchasing.bids@cityofcarrollton.com
- Request for Proposals may be submitted in person or by mail.
- Submit proposals (along with the required documents listed throughout the RFP) via mail to PO Box 110535, Carrollton, TX 75011-0535 and or to 1945 East Jackson Road, Carrollton, Texas 75006. Proposals must be marked on the outside of the packaging, with the RFP/Bid Name, Number and Due Date and Time.
- The City is not responsible for mail service.
- To submit a proposal via mail, all documents must be returned, and an original signature provided.
- RFP's will not be accepted in either format without a signature.
- The responding Vendors will be listed on the RFP website within two business days.

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 pricing proposal sheet and or by bid line in IONWAVE.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **30** 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/altered 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 REQUIREMENTS AND INDEMNITY PROVISION GENERAL CONTRACTS FOR PRODUCTS

Vendor or contractor ("vendor") shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, and/or his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (Ed 04 13) covering Commercial General Liability "Occurrence" form only, **"Claims Made" form is unacceptable,** except for professional liability.

2. Workers' Compensation insurance and Employers' Liability insurance.

3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is the only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: $500,000 limit per occurrence for bodily injury, personal injury and property damage. $1,000,000 Aggregate Policy will include coverage for:
   a. Premises – Operations
   b. Broad Form Contractual Liability
   c. Products and Completed Operations
   d. Personal Injury
   e. Broad Form Property Damage

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory Limits and Employer's Liability minimum limits of $500,000 bodily injury by accident, $500,000 policy limit by

disease, and $500,000 each employee by disease. This requirement can be waived by the City if vendor will not be delivering or servicing products on City property.

3. Automobile Liability – $500,000 Combined Single Limit. Limits can only be reduced if approved by the City's Risk Management Department or City's designee. . This requirement can be waived by the City if vendor will not be delivering or servicing products on City property.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

a. The City, its officers, officials, employees and Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.

b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.

d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.

2. **All Coverages**

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. All policies shall also include a waiver of subrogation.

E. ACCEPTABILITY OF INSURERS

The City requires that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VII. The insurance company must also be duly authorized to transact business in the State of Texas**.

F. VERIFICATION OF COVERAGE

Vendor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time. The certificate shall include reference to the contract name or number, and be address to the following:

City of Carrollton
Attn: Purchasing
1945 E. Jackson Road
Carrollton, Texas 75006

G. **HOLD HARMLESS AND INDEMNIFICATION**

VENDOR DOES HEREBY COVENANT AND CONTRACT TO RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CITATIONS, CLAIMS, LAWSUITS, JUDGMENTS, DAMAGES, DEMANDS, LIABILITIES, COSTS, LOSSES, PENALITIES, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY VENDOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OF THE VENDOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW, AND CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE VENDOR'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ENFORCING THIS INDEMNITY.

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.
- 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

SCOPE

The material to be purchased will be used by the Public Works Department during street and alley repairs as a base material.

SPECIFICATIONS

Compliance with or variation from the specifications must be noted for each item on the specification sheet. All variations from specifications must be noted on the bid form.

FLEXBASE ESTIMATED ANNUAL USAGE: 16,900 TONS

SPECIAL CONDITIONS

1. Length of this price agreement shall be for one (1) full year with the option to renew for (2) one additional year, provided both parties are in agreement.

2. The city of Carrollton reserves the right to make a bid 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

3. Quantities as shown on the Proposal Sheet are estimates. City of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage.

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

5. Purchase Orders will be issued on an as needed basis.

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

7. The City prefers that the plant supplying product be located within ten (10) miles from the plant to Central Service Center located at 2711 Nimitz. If your plant is over 10 miles away, please indicate the specific location: _____

8. Proposals will be rated based on the following criteria:
   - Price ……75%
   - Experience, References, Past Performance……. 25%

8. **Weight Ticket Must Accompany All Deliveries.**

9. The City operates on a fiscal year that ends on September 30th. Because State law states 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.

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

The term RFP and BID are used as interchangeable terms in this document.

All:

The following rfp 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, Contractor shall not discriminate against any individual due to 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 rfp/bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Carrollton. The City of Carrollton is a participating member of the Collin County Governmental Purchasers Forum. As such, the City of Carrollton has executed an interlocal agreement with certain other governmental entities in Collin County 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.

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 with all of the above for the term of the bid award**.

SIGNATURE: _____

PROPOSAL OF BIDDERS
Page 2 of 2

RFP# 21-004
FLEXBASE

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 whose 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 BIDS: If response is not received in the form of a "RFP" or "NO RFP 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 BIDS may be faxed to: 972-389-9557_____

ATTACHMENT A – PROPOSAL PRICING SHEET

PLACE HOLDER PLEASE SEE Separate File labeled Attachment A

PLEASE NOTE THIS FORM MUST BE SUBMITTED ELECTRONICALLY AND MUST BE SUMBITTED IN EXCEL FORMAT ONLY. PLEASE EMAIL THIS FORM TO PURCHASING.BIDS@CITYOFCARROLLTON.COM

Variations from the aforementioned specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	**11,700 TONS**	Type A Grade 1 crushed concrete Flexible base **DELIVERY**		
2	**3,200 TONS**	Type A Grade 1 crushed concrete Flexible base **PICKED UP**		
3	**1,000 TONS**	18x24 Rip Rap **DELIVERY**		
4	**1,000 TONS**	4x8 Rip Rap (gabion stone) **DELIVERY**		

Delivery time upon receipt of request or order: _____

State mileage from plant to Central Service Center located at 2711 Nimitz in Carrollton: _____

_____

CHECK INDICATES COMPLIANCE: __√__Requirements: Minimum

_____1. The material must meet TXDOT item 247, Type A, Grade I specifications. References from at least three municipalities that have used your product in substantial quantities as well as; test reports confirming this product meets the specifications as defined above, are required in the submittal of bids.

_____2. Bidder must have the ability to provide after hours and weekend service for this material. After hours are considered after 5:00 PM and before 7:30 AM and weekends.

ATTACHMENT B

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 _____, 2020.

(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 Ebonie Williams, City of Carrollton Purchasing at 972-466-3105.

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires that any Vendor or person considering doing business with a local government entity 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 listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than $23,500, 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.

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

ATTACHMENT D
CERTIFICATE OF INTERESTED PARTIES

Form 1295 (Certificate of Interested Parties attached) must be submitted 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 is found at the following link:

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

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 to the city before City Council 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 _____, _____, _____, _____, _____.
(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

ATTACHMENT E

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