

**CITY OF IRVING**

**SOLICITATION OVERVIEW**

**The City of Irving is soliciting bids for:**

**TITLE:** Transmissions Exchange/Repairs for Autos and Light Pickups  
**ITB #:** 014D-10  
**Commodity:** 4550, Vehicle Repair and Maintenance  
**Due Date:** 3:00 p.m., Wednesday, October 21, 2009  
**Location:** City of Irving, Purchasing Division  
845 W. Irving Blvd.  
Irving, Texas 75060

**Pre-Bid Conference:**

There will be no pre-bid conference for this ITB.

**Public Bid Opening:**

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

**Written Questions:**

Submit written questions to:

Darlene Rush, Senior Purchasing Agent, [drush@cityofirving.org](mailto:drush@cityofirving.org)

Questions may be submitted through 3:00 p.m., Friday, October 16, 2009

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

# **CITY OF IRVING**

## **TABLE OF CONTENTS for ITB 014D-10**

Solicitation Overview .....	1
Table of Contents .....	2
Specifications .....	3-5
Bid Pricing Page, Sample Jobs Page, and General Questionnaire.....	6-9
Summary Response Page .....	10
Attachment A-1, Standard Terms and Conditions .....	11-15
Attachment B-1, General Instructions to Bidders .....	16-17
Attachment B-2, Special Instructions to Bidders .....	18
Attachment B-3, Checklist for Bidders.....	19
Attachment B-5, Map Locating Purchasing Division.....	20
Attachment C-1, Conflict of Interest Instructions .....	21
Attachment C-2, Conflict of Interest Statement .....	22-23
Attachment D-1, Insurance Requirements for Services.....	24-26
Attachment D-4, Insurance Affidavit.....	27
Attachment D-6, Indemnification by Contractor.....	28
Attachment E-1, Environmental Commitment .....	29
Attachment E-2, Environmental Stewardship .....	30
Attachment F-1, Good Faith Effort Program Overview .....	31
Attachment F-2, Good Faith Effort Affidavit .....	32
Attachment G-9, No Bonding Requirements .....	33
Attachment H-1, Instructions for Standard Contract .....	34
Attachment H-2, Standard Contract and Acknowledgement .....	35-36

## **SPECIFICATIONS**

**Intent** - The intent of this bid is to award an annual contract for the exchange and/or repair of all transmissions for cars and pickup trucks in the City's Fleet on an "as needed" basis.

The listing of transmissions on the proposal sheet is current; however, there may be cases where a particular transmission is in need of repair that is not listed. When this occurs, the contractor will use the same procedure for work authorization as stated in the additional instructions using their quoted labor and parts pricing.

The bid shall include the removal, repair, re-installation of transmission and all adjustments necessary to make vehicle serviceable.

The awardee's business must be within 15 miles of the City yard, 128 N. Briery, Irving, TX 75061. City of Irving will deliver and pick up the vehicles to the awardee's site.

Transmission exchange unit price shall utilize existing case and include labor, torque converter, and all internal electrical and hard parts required to repair transmission. Where the existing case is not useable, the case cost listed will also be charged.

Any transmissions not specifically listed and/or for transmissions listed not requiring complete overhaul or exchange, the costs will be based on the flat hourly labor rate stated in the contract and parts cost plus stated in the contract. When billing involves itemized labor charges, awardee must show number of hours times the flat labor hourly rate stated in the contract. When billing involves parts cost plus, awardee must show parts cost and the markup as stated in the contract, as well as send a copy of the parts invoice showing what the awardee paid for the parts.

No transmission is to be exchanged or repaired without a purchase order; failure to obtain a purchase order could result in denial of payment for work completed.

**Estimated annual expenditure is \$20,000.00.**

**Contract Period** - This contract begins **November 1, 2009, and runs through October 31, 2010.**

**Renewal Option** - This contract is subject to consideration for two renewals with each renewal being for a two-year period of time and under the same terms and conditions as awarded or with negotiated lower pricing. Each renewal option may be exercised by the City of Irving with written agreement by contractor.

**No Sunday Work** - It is agreed and understood that no work will be performed on Sundays.

**Price List** - A copy of the price list page, indicating vendor cost or suggested list price, must be attached to the invoices showing contract price markup or markdown.

**Delivery Requirements** – All deliveries (freight Lines) shall be FOB (inside deliveries), City of Irving Fleet Maintenance Division, 128 N. Briery, Irving, TX where required. For parcel post orders, use P. O. Box 152288, Irving, TX 75015-2288.

**Packaging** – All packages shall bear the shipper's name and purchase order number issued by the City of Irving on the outside of the package.

**Basis of Payment** - All proposals will be on a time and materials basis. No overtime will be performed without specific written authorization from the Fleet Maintenance Division.

**Shop Labor Hourly Rate** - Shop labor hourly rate is the same for one person or several persons working on the equipment at the same time. Number of shop labor hours billed shall not exceed number of hours equipment is in contractor's possession. No overtime shall be charged unless an emergency situation arises and prior written approval has been authorized by the City of Irving Fleet Maintenance.

**Estimates** - The City of Irving reserves the right to secure pricing prior to commencement of work and solicit competitive bidding, if in the opinion of the City, pricing received is determined to be unreasonable compared to industry standards.

**Invoicing** - The following requirement applies to all invoices when the vehicle or parts are repaired on City property; delivered to the City of Irving; or when the vehicle or parts are picked up by the City of Irving. Invoices for Parts and Repair Service **must reference a purchase order number, be signed by a City of Irving employee, and have attached a copy of the estimate(s) that were signed by a Fleet Maintenance employee authorizing the charges.** All invoices **must be self-explanatory** as to the charges for repairs and/or parts. If the charge is for a specific item or job listed in the awarded bid and the price agrees with that amount, the total amount is all that is required on the invoice. However, all other invoices **must be broken out by itemizing hours times hourly labor rate with total labor dollars charged, and actual parts cost or list price with mark-up or mark-down with total parts cost, and grand total of parts and labor amount charged.** If billing requires parts markup or markdown, then a copy of the parts price list page indicating suggested list must be attached to the invoice. If repairs or outside services were sublet, a copy of the sublet's invoice must be attached to the invoice showing your contracted markup. Having the invoice ready when parts or vehicles are delivered, or picked up, will avoid confusion and expedite your payment. In summary, the invoice should include:

- 1) PO number
- 2) Invoice number
- 3) Total Hours Charged
- 4) Contracted Hourly Labor Rate or Contract Price
- 5) A copy of the page from the Labor Guide Manual/Standard used to determine labor rates upon request by the city.
- 6) Parts list minus discount must be shown on the invoice, or attached to the invoice, indicating the contracted markdown for billable parts. A copy of the parts list price page also be attached to the invoice. If repairs or outside services were sublet, a copy of the sublet's invoice must be attached to the invoice showing your contracted markup.

**Issuance of Purchase Orders** - Whenever a vehicle is sent to the contractor for repair, the contractor will receive a purchase order number requesting an estimate. Contractor is to make a written "cost-free" estimate of repair and fax estimate to the requester in Fleet Maintenance at **972.721.2287**. Fleet Maintenance may give approval for repair or deny the request. If Fleet Maintenance gives the contractor approval for repair, the Fleet Maintenance personnel must sign the written estimate and return the signed written estimate to the contractor authorizing the contractor to make repairs up to the amount of estimate.

If repairs exceed the estimate, contractor must estimate and itemize the additional charges in writing and fax the revised estimate or new estimate of additional charges to Fleet Maintenance to get approval for any additional repairs following the same procedure as above. Approval must be received in writing from Fleet Maintenance prior to incurring any expense over the estimate even though the contractor has been awarded a 12-month contract. Only personnel from Fleet Maintenance are authorized to give approval for repair work on any vehicle, or to authorize additional repairs over the estimated amount.

Failure to follow this procedure could result in a delay in getting invoices paid and could result in denial of additional charges over the estimate.

**Performance Time** - The awardee shall make every reasonable effort to expeditiously repair all vehicles. Contractor will be required to give estimated completion date on all work.

**No Additional Charges Allowed** - No charges, such as miscellaneous shop charges, environmental charges, fees, etc. will be paid by the City of Irving if not listed in your bid response. However, charges imposed by the State of Texas or Federal Government after the bid award will be honored. Any additional charges listed in your bid response will be taken in consideration as part of the award evaluation.

For parts discounts, If no discount is intended, write the word "None" in the space provided for discount. Bidder shall accept all genuine original equipment manufacturer's (OEM) parts returned to him as long as they have not yet been installed and packing has not been damaged or destroyed.

For the purpose of this contract, only genuine OEM new and rebuilt parts which are so stamped will be considered. Upon award of the contract, Certified Auto Parts Association (CAPA) parts (identified with the CAPA seal) may be allowed for repairs with the same list off discount pricing as awarded for the OEM discount pricing Only upon written approval by the Fleet Manager. For more information on CAPA parts, visit the CAPA Web site [www.capacertified.org](http://www.capacertified.org). Where a rebuilt part is used, any applicable core charge will not be subject to a discount.

**Basis of Award** – The total cost of the Exchange Prices will be the basis of the award; however, the annual expenditure is estimated to be **\$20,000.00**.

**Bid Pricing Pages  
Group I – Ford Transmissions**

Item	Description	*Exchange Unit Price Utilizing Existing Case	**Case Cost (Only if Existing Case is Unusable)
1	C6		
2	AOD		
3	AODE		
4	A4LD (3 liter)		
5	A4LD (4 liter)		
6	E4OD		
7	4R100		
8	4R70W		
9	CD4E		
10	AX4N		
11	AX4S		
12	5R44/55E		
13	5SP.5CEP7000		
<b>Group I Total</b>		\$	

\* Transmission exchange unit price shall utilize existing case and include labor, torque converter, and all internal electrical and hard parts required to repair transmission. For bid purposes, the shaft, gears, and drums are not included in the price and if damaged, may be charged at the cost plus markup.

\*\* Where the existing case is not useable, the case cost listed above will also be charged.

**Please Note: All invoices must be itemized.**

**For Ford Transmissions not specifically listed on the previous page and for transmissions listed on the previous page not requiring complete overhaul or exchange:**

Labor: \$ \_\_\_\_\_ per/hour

Parts: Cost Plus \_\_\_\_\_ %

Warranty: Parts \_\_\_\_\_ Labor: \_\_\_\_\_

Average Repair Time: \_\_\_\_\_ Hours/Days

**Bid Pricing Pages  
Group II – GM Transmissions**

<b>Item</b>	<b>Description</b>	<b>*Exchange Unit Price Utilizing Existing Case</b>	<b>**Case Cost (Only if Existing Case is Unusable)</b>
1	T700R4		
2	4L60E		
3	T440		
4	4T60E		
5	4L80E		
6	AT65E		
7	M30		
8	T125C/3T40		
9	4T40E		
10	T375/400		
<b>Group II Total</b>		\$	

\* Transmission exchange unit price shall utilize existing case and include labor, torque converter, and all internal electrical and hard parts required to repair transmission. For bid purposes, the shaft, gears, and drums are not included in the price and if damaged, may be charged at the cost plus markup.

\*\* Where the existing case is not useable, the case cost listed above will also be charged.

**Please Note: All invoices must be itemized.**

**For GM Transmissions not specifically listed on the previous page and for transmissions listed on the previous page not requiring complete overhaul or exchange:**

Labor: \$ \_\_\_\_\_ per/hour

Parts: Cost Plus \_\_\_\_\_ %

Warranty: Parts \_\_\_\_\_ Labor: \_\_\_\_\_

Average Repair Time: \_\_\_\_\_ Hours/Days

**Bid Pricing Pages  
Group III – Chrysler-Dodge Transmissions**

Item	Description	*Exchange Unit Price Utilizing Existing Case	**Case Cost (Only if Existing Case is Unusable)
1	A727/TF8/36RH		
2	A518		
3	A904/TF6/32RH		
4	A500/46RH		
5	A618		
6	A606/42LE		
7	AW4		
8	46RH		
9	W5A580		
10	42RLE		
<b>Group III Total</b>		\$	

\* Transmission exchange unit price shall utilize existing case and include labor, torque converter, and all internal electrical and hard parts required to repair transmission. For bid purposes, the shaft, gears, and drums are not included in the price and if damaged, may be charged at the cost plus markup.

\*\* Where the existing case is not useable, the case cost listed above will also be charged.

**Please Note: All invoices must be itemized.**

**For Chrysler-Dodge Transmissions not specifically listed on the previous page and for transmissions listed on the previous page not requiring complete overhaul or exchange:**

Labor: \$ \_\_\_\_\_ per/hour

Parts: Cost Plus \_\_\_\_\_ %

Warranty: Parts \_\_\_\_\_ Labor: \_\_\_\_\_

Average Repair Time: \_\_\_\_\_ Hours/Days

**Bid Pricing Pages  
Group IV – Others**

**For any transmissions other than Ford, GM, Chrysler or Dodge not specifically listed on the previous pages:**

Labor: \$ \_\_\_\_\_ per/hour times 100 hours = \_\_\_\_\_

Parts: Cost Plus \_\_\_\_\_ % \$2,000 parts plus \_\_\_\_\_ = \_\_\_\_\_

**Total Estimated Labor and Parts Cost for Bid Comparison Purposes \$ \_\_\_\_\_**

Source Parts Cost Based Upon: \_\_\_\_\_

Warranty: Parts \_\_\_\_\_ Labor: \_\_\_\_\_

**Total Exchange Unit Pricing For Group I - Ford** \$ \_\_\_\_\_

**Total Exchange Unit Pricing For Group II - General Motors** \$ \_\_\_\_\_

**Total Exchange Unit Pricing For Group III - Chrysler-Dodge** \$ \_\_\_\_\_

**Total Labor and Parts for Group IV – Other than Groups I, II, and III** \$ \_\_\_\_\_

**Grand Total Exchange Unit Pricing and Labor/Parts for Group IV \$ \_\_\_\_\_**

**Estimated annual award amount is \$20,000.00.**

What is the distance from the City of Irving Garage (128 N. Briery Rd.) to your service and parts facility? \_\_\_\_\_

Please state extras included in your bid but not specified.

---

---

---

Please list any additional options not included in your bid and the cost of each.

---

---

**CITY OF IRVING  
SUMMARY RESPONSE PAGE for ITB 014D-10**

**COMPLETE LEGAL NAME** of firm submitting bid:

\_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail Contact:** \_\_\_\_\_

**GRAND TOTAL of bid from Bid Pricing Page** \$ \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

**Print Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**ARE YOU BIDDING as a** \_\_\_\_\_ **Corporation** \_\_\_\_\_ **Non-Profit Corporation**  
\_\_\_\_\_ **Limited Liability Company** \_\_\_\_\_ **Partnership**  
\_\_\_\_\_ **Individual or Sole Proprietor**

**M/WBE:** If you are a minority-owned or woman-owned business, please check which type and list any certification number \_\_\_\_\_ **Black** \_\_\_\_\_ **Hispanic** \_\_\_\_\_ **Asia-India** \_\_\_\_\_ **Asia-Pacific**  
\_\_\_\_\_ **Native American** \_\_\_\_\_ **Woman-Owned** \_\_\_\_\_ **Certification #** \_\_\_\_\_

**PAYMENT TERMS:** Normal payment terms are 2%/30 days. If offering other terms/discount, please specify \_\_\_\_\_. Discount will be considered in award.

**PAYMENT PREFERENCE:** Check all that apply:  
\_\_\_\_\_ **EBT (electronic bank transfer)** \_\_\_\_\_ **Check** \_\_\_\_\_ **Credit card**

**COOPERATIVE PURCHASES:** Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes \_\_\_\_\_ No \_\_\_\_\_. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

**REFERENCES:** This solicitation requires references. Please attach to this page a list of three references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.

# STANDARD TERMS AND CONDITIONS

## Attachment A-1 (rev. 12/31/08)

### 1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

### 2. Requirements

By submitting a bid or proposal, the respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

### 3. Legal Compliance

Bidder or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

### 4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

### 5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

### 6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

### 7. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

### 8. Conditional Bids

The City will not accept conditional bids which qualify the bidder's response in any way.

### 9. Minor Irregularities

The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

**10. Responsiveness of Bids**

The City wants to receive competitive bids, but will declare “non-responsive” bids that fail to meet significant requirements outlined in the solicitation documents.

**11. Discrepancies and Errors**

In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

**12. Identical Bids**

In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

**13. Reciprocal Local Preference**

Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.

**14. Withdrawal of Bids**

Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City’s purchasing manager. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension.

**15. Disqualification of Bidder**

The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; Bidder’s lack of financial stability; any factor concerning the bidder’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with City; bidder’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

**16. Cost of Bid**

The cost of submitting bids shall be borne by the bidders, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.

**17. Inclusive Pricing**

Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

**18. Firm Prices**

Unless otherwise stated in the specifications, bidder’s prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

**19. Delivery Terms**

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB City of Irving specified delivery address or site.

**20. Transportation Charges**

Bidder shall be responsible for all charges which relate to the delivery of goods to the City's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

**21. Delivery and Acceptance**

The City will receive only those goods as authorized by City purchase order. Bidder must obtain City employee signature upon delivery. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

**22. Failure to Deliver**

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

**23. MSDS**

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

**24. Taxpayer Identification**

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

**25. Taxes**

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

**26. Payment**

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

**27. Outstanding Liabilities**

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

**28. Offset**

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

## 29. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

## 30. New Products

The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer's distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

## 31. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective on nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

## 32. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

## 33. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

## 34. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

## 35. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

### 36. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs 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 bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively 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. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### 37. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

### 38. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

### 39. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after bids are received. The City's Web site is [www.cityofirving.org](http://www.cityofirving.org). Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

### 40. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.

# GENERAL INSTRUCTIONS TO BIDDERS

## Attachment B-1 (rev. 12/31/08)

### 1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, [www.cityofirving.org](http://www.cityofirving.org). The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

### 2. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

### 3. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the bidder's response.

### 4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

### 5. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

### 6. Cooperative Purchase

Bidders are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

### 7. Payment Terms, Discount & Type of Payment

Bidder should state payment terms on the Summary Response Page. If the bidder fails to indicate payment terms, the City will use the default of 2%/30 days. The bidder may also express the method(s) in which he or she wishes to receive payment.

### 8. References

When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Bidder will attach a separate page with the requested references.

### 9. Conflict of Interest

Bidders should review the instructions on conflict of interest (Attachment C-1). Bidders are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.

10. Environmental Stewardship

Bidders are encouraged to review the City's commitment to the environment (Attachment E-1). Bidders are to complete and submit the Environmental Stewardship form (Attachment E-2).

11. Good Faith Effort

Bidders are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Bidders are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended bidder(s) will be required to complete the additional GFE forms as part of the award process.

12. Addendums

It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.

13. Exceptions

If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.

14. Checklist

A Bidder's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.

15. Hot Line

Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.

# **SPECIAL INSTRUCTIONS TO BIDDERS**

**Attachment B-2 (rev. 12/31/08)**

## **1. Bidding Process/Contact Information**

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Darlene Rush, Senior Purchasing Agent  
drush@cityofirving.org  
972.721.3752

## **2. Method of Award**

Award will be made in its entirety to the lowest responsive, responsible bidder. Bidders must complete all lines to be considered for award. Awards totaling \$50,000 or more will be made by the Irving City Council.

## **3. Public Bid Opening**

A public bid opening will be held at 3:00 p.m. on October 21, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

## **4. Insurance Requirements**

This solicitation has insurance requirements. They are listed as Attachment D-1, D-4, and D-6. Please review the requirements with your insurance agent and submit insurance affidavit (Attachment D-4) with your bid.

## **5. Required Contract**

This solicitation requires a signed contract prior to award. City's contract is attached and should be signed and submitted with your bid. A contract will be offered to the recommended vendor, similar to the sample contract attached.

## CHECKLIST FOR BIDDERS

Attachment B-3 (rev. 12/31/08)

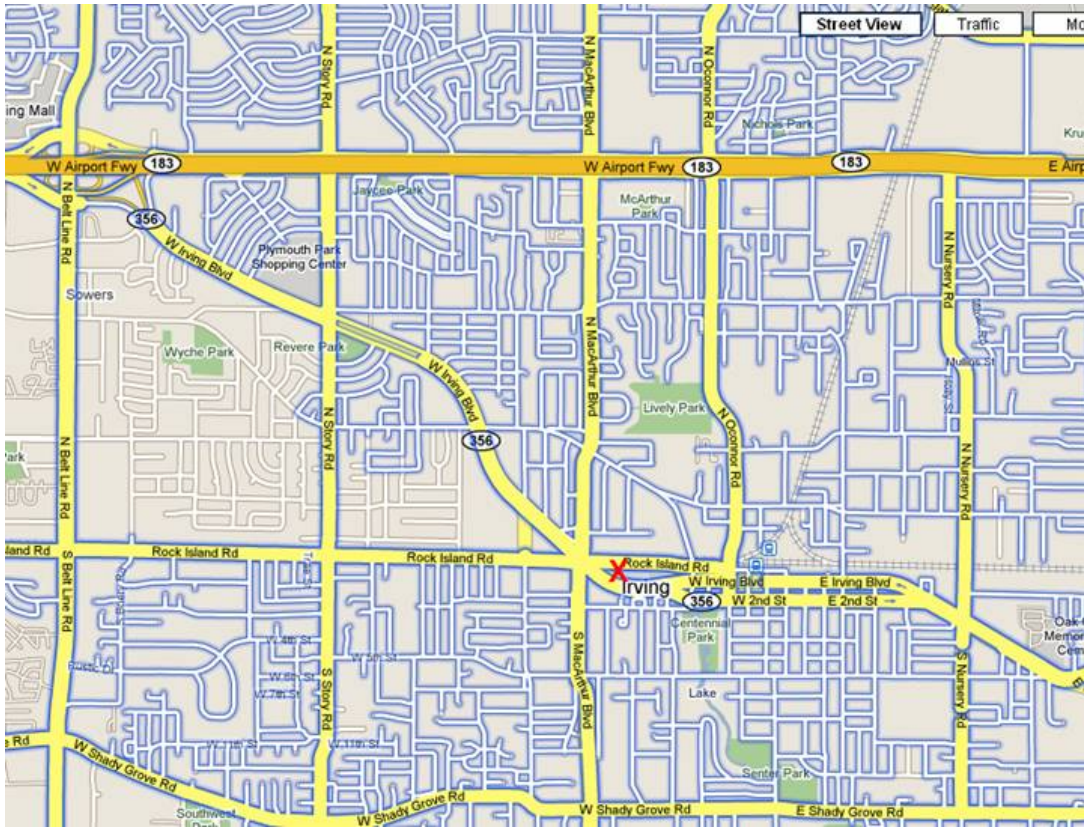
### Documents to be submitted in response to this Invitation to Bid (ITB)

- \_\_\_\_\_ **BID PRICING PAGES/QUESTIONNAIRE:** All lines completed.
- \_\_\_\_\_ **BID RESPONSE:** Completed Summary Response Page
- \_\_\_\_\_ **DUE DATE** (Bid must be received & stamped in Purchasing no later than 3:00 pm on October 21, 2009)

**Bids failing to comply with the above will be deemed non-responsive.**

**These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.**

- \_\_\_\_\_ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- \_\_\_\_\_ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- \_\_\_\_\_ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)
- \_\_\_\_\_ **REFERENCES** (As requested on the Summary Response Page)
- \_\_\_\_\_ **INSURANCE AFFIDAVIT** (Attachment D-4)
- \_\_\_\_\_ **STANDARD CONTRACT FOR SERVICES** (Attachment H-2)



Location of City of Irving Purchasing Division  
Attachment B-5 (rev. 12/31/08)



**INSTRUCTIONS for  
CONFLICT OF INTEREST QUESTIONNAIRE**  
Attachment C-1 (rev. 12/31/08)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.

2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.

3. If you complete Attachment C-2, Conflict of Interest questionnaire:

- Put the name of bidder and name of company in block #1.
- If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
- Sign in block #6.

4. To view a listing of conflict of interest forms filed with the City of Irving, please click

<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>

5. Listings of City elected officials and local government officers may be found on the City's Web site: [www.cityofirving.org](http://www.cityofirving.org).

6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

**Attachment C-2**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
Date Received		
<b>1</b>	<b>Name of person doing business with local governmental entity.</b>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
<b>3</b>	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>	
<b>4</b>	<b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b>	

Adopted 11/02/2005

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

6

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

## INSURANCE REQUIREMENTS FOR SERVICES

Attachment D-1 (rev. 12/31/08)

At his own expense, contractor shall procure and maintain for the duration of the proposed 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 contractor, his agents, representatives, employees or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

### GarageKeepers Liability or Commercial General Liability

Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Aggregate Policy minimum limit of \$1,000,000 will include coverage for, but is not limited to, Premises-Operations, Broad Form Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Independent Contractors and Contractual Liability. Coverage under this policy shall be on an "occurrence" basis.

### Business Automobile Liability Insurance

Automobile Liability Insurance with a minimum is of \$1,000,000-Combined Single Limit. Coverage shall include all owned, hired, and non-owned vehicles used in performance of the proposed contract. The combined coverage limits of this insurance shall include bodily injury (including death) and property damage. If the performance of services under this contract will not require the use of vehicle(s) contractor may request, in writing, exemption from this requirement.

By submitting a bid or proposal without previously approved exceptions, contractor agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to bid due date. Exceptions must be approved in writing by City's representative prior to bid or proposal submission. The City will not accept requests for exceptions after bids have been received.

## General Provisions

- 1. SCOPE** – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Contractor'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. COVERAGE APPLICATION** – Contractor's insurance must be primary as respect to the City, its officers, employees, elected officials, appointees and volunteers and noncontributory with any other insurance, including self-insurance, maintained by the City for its benefit. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City.
- 3. DEDUCTIBLES AND SELF-INSURED RETENTIONS** – Subject to contractor's right to maintain reasonable deductibles, any deductibles or self-insured retentions must be disclosed to and approved by the City. The City reserves the right to review the insurance obtained by the contractor in comparison to the requirements specified in this section.
- 4. ADDITIONAL INSURED** – The City of Irving, including its officers, officials, employees, Boards and Commissions and volunteers shall be named as an additional insured by endorsement to the coverage listed herein, excluding Workers' Compensation and Employers' Liability (for which a waiver of subrogation is required to be issued in favor of the City), with regard to the insured's activities as required by written contract. The coverage shall contain no special limitations on the scope of protection afforded to the City, and all premiums arising from the coverage herein shall be the responsibility of the insured.
- 5. COVERAGE CONTINUATION AND CANCELLATION-** In the event any insurance policy shown on the certificate(s) of insurance has an expiration date prior to the completion of the contract, the contractor shall furnish the City proof of identical continued coverage no later than thirty days prior to the expiration date shown on the certificate. Failure to maintain continuous coverage during the term of the proposed contract, or failure to provide proof of coverage at any time during the term of the contract, may result in cessation of work and/or termination of the contract. Coverage shall not be canceled, non-renewed or materially altered except after thirty days prior written notice by certified mail (return receipt requested) to Purchasing Manager, 845 W. Irving Blvd., Irving, TX 75060.
- 6. SUBROGATION** - Contractor must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage or any other loss arising from work performed by the vendor for the City.
- 7. RESPONSIBILITY** - Approval, disapproval or failure to act by the City regarding any insurance supplied by the contractor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents
- 8. ACCEPTABILITY** - The City retains the right to approve the acceptability of insurers. As a general rule, the City will accept insurers authorized to transact business in the State of Texas with an A. M. Best rating of "A- VI" or better.
- 9. PAYMENT OF PREMIUMS** - Companies issuing insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the contractor.
- 10. INDEMNIFICATION** - The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs 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 contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from

the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively 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. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## Proof of Insurance

1. To show ability to meet these insurance requirements, bidders should submit insurance affidavit (Attachment D-4) as part of their response to this solicitation.
2. Upon notice of award, awarded contractor must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this solicitation.
3. Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included.
4. If requested by the City, the contractor must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as Additional Insured, within fifteen days of request. Copy must be signed by the contractor and notarized.
5. Required proof of insurance must be provided by awarded contractor before the City will authorize any work to be performed under this proposed contract.
6. The City reserves the right to request a complete copy of all insurance policies at any time.

## AFFIDAVIT FOR INSURANCE REQUIREMENTS

Attachment D-4 (rev. 12/31/08)

**To Be Completed By Insurance Agent/Broker and Bidder**

**Section 1** I, the undersigned Agent/Broker, reviewed the insurance requirements contained in ITB 165D-09. If the Bidder listed below is awarded a contract by the City of Irving for this ITB, I will furnish the City, within fifteen calendar days of notification of award, an insurance certificate and Declaration Page with Endorsements to show that all insurance requirements have been met, including naming the City of Irving as additional insured.

Agent's Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Telephone No: (    ) \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Bidder's Name/Company: \_\_\_\_\_

Name of ITB: \_\_\_\_\_

**Insurance Agent/Broker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Section 2** If the above fifteen day requirement is not met, the City of Irving has the right to reject this bid and award the contract to the next lowest bidder meeting specifications or to the next most favorable proposal. Questions concerning these requirements, and requests for exceptions, must be submitted by date included in Bidders' Instructions.

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements and policy endorsement within fifteen calendar days of notification of award. I further agree to the indemnification statement listed in the insurance requirements.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **INDEMNIFICATION BY CONTRACTOR**

**Attachment D-6** (rev. 12/31/08)

The contractor agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs 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 contractor's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of contractor and City, responsibility and indemnity, if any, shall be apportioned comparatively 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. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Contractor under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Contractor under this contract,

**CONTRACTOR (Company Name)** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_





**PRINTED NAME** \_\_\_\_\_

**PRINTED TITLE** \_\_\_\_\_

# ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

-  Compliance
-  Environmental Sustainability
-  Continued Improvement
-  Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.

**ENVIRONMENTAL STEWARDSHIP**  
**Attachment E-2** (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

\_\_\_\_\_ **Recycling** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Energy Efficiency Practices** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Environmentally Preferred** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Water/Energy Conservation** \_\_\_\_\_

\_\_\_\_\_ **Air Quality/Emissions** \_\_\_\_\_

\_\_\_\_\_ **Disposal Practices** \_\_\_\_\_

\_\_\_\_\_ **Other Environmentally Friendly Practices** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder** \_\_\_\_\_

**ITB 014D-10** \_\_\_\_\_ **Date** \_\_\_\_\_

## GOOD FAITH EFFORT PROGRAM OVERVIEW

### Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

### The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

***NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."***

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
  - GFE-2** Schedule of M/WBE Participation
  - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
  - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
  - GFE-2** Schedule of M/WBE Participation
  - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agreed upon:
  - GFE-5** Payment Report

**For any GFE communication: Call 972-721-3753 or 972-721-2631**

## GOOD FAITH EFFORT AFFIDAVIT

Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

### **M/WBE Participation Goals**

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<b><u>Construction</u></b> 30.00%	<b><u>Architectural &amp; Engineering</u></b> 28.00%	<b><u>Professional Services</u></b> 33.00%	<b><u>Other Services</u></b> 20.00%	<b><u>Goods</u></b> 10.00%
--------------------------------------	---	---	--	-------------------------------

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

**By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.**

ITB 014D-10

\_\_\_\_\_  
Typed or Printed Name of Certifying Official of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Certifying Official of Company

\_\_\_\_\_  
Title

Form GFE-1

**NO BONDING  
REQUIREMENTS  
FOR THIS ITB**

**Attachment G-9 (rev. 12/31/08)**

# **INSTRUCTIONS FOR STANDARD CONTRACT**

## **Attachment H-1**

- 1. The Standard Contract and Acknowledgement, Attachment H-2 or H-7, must be completed and submitted with the bid response for all annual contracts for goods, and for all solicitations for services, unless a specialized contract will be offered.**
- 2. Date, complete information at the bottom of page one, and sign.**
- 3. Page two requires the signature to be notarized with the proper acknowledgement. Select from one of three versions: Corporate, Partnership or Sole Proprietorship.**

**STANDARD CONTRACT AND ACKNOWLEDGMENT**  
**Attachment H-7**

STATE OF TEXAS           §  
COUNTY OF DALLAS       §           KNOW ALL PERSONS BY THESE PRESENTS:  
CITY OF IRVING           §

I.

Conditioned upon Vendor being awarded by the Irving City Council, or award being made administratively, the solicited items set out in ITB 014D-10, and upon order of the City of Irving, Texas, a municipal corporation located in Dallas County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Vendor does hereby agree to furnish and/or deliver to City in accordance with the terms of Vendor's submitted Bid Page or Proposal and the Specifications in above referenced ITB, the services listed as awarded to bidder in the Irving City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Vendor for services at the unit price listed upon the Bid Page and Specifications or at the negotiated rate determined by the vendor's proposal and any subsequent modifications agreed to by both vendor and the City, with payment being subject to any discount terms stated or agreed upon, and subject to any payment terms contained elsewhere within the solicitation documents, this contract and its attachments. Any purchase of services so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Vendor may require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to the requirements specified, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Agent of the City. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar services on the open market and recover from Vendor any difference in price thereof.

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

# STANDARD CONTRACT AND ACKNOWLEDGMENT

## CORPORATE ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

\_\_\_\_\_  
(Print Name) (Print Title)

of the corporation known as \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

\_\_\_\_\_  
(Print Name) (Print Title)

of \_\_\_\_\_ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## SINGLE ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_