

**CITY OF IRVING****SOLICITATION OVERVIEW****The City of Irving is soliciting bids for:**

TITLE: Reflective Sign Materials
ITB #: 180D-09F
Commodity: 9841 – Reflective Materials for Traffic Signs
Due Date: 3:00 p.m., Friday, June 19, 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 at drush@cityofirving.org

Questions may be submitted through 3:00 p.m., June 12, 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

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SPECIFICATIONS

Annual Contract: Even though a department or division may not be specifically named in a bid, items awarded to a vendor are available to each department or division.

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

Renewal Option - This contract is subject to consideration for two renewals with each renewal being for a one-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.

1.0 Intent

This specification covers flexible white or colored, wide angle retro-reflective sheeting (hereinafter called sheeting), tape and related processing materials designed to enhance nighttime visibility of traffic control signs and objects. The sheeting shall consist of enclosed glass bead lens (Type 1) encapsulated glass bead elements (Type III) adhered to a synthetic resin and encapsulated by a flexible transparent plastic that has a smooth outer surface.

The sheeting shall be part of a family of matched component products required for the manufacture and imaging of permanent traffic control signs as described in section 3.0 only section 5.2.4, section 5.5 and section 6.2.1 cover printed colored areas of signs.

This bid is divided into the following groups:

- A. Sign Faces
- B. Roll Goods
- C. Miscellaneous Materials

2.0 Classification and Conformance

The sheeting shall conform to FP-96, AASHTO M 268 and ASTM D 4956 adhesive class 1 or 2, Type 1, Type III and shall further be required by the plans or in the invitation to bid to conform to one of the following types:

2.1 Type A Sheeting

Type A sheeting is intended for shop production of new stationary traffic control signs or objects, exclusive of those used for construction and maintenance work zones.

2.1.1 The sheeting shall have a pre-coated pressure sensitive adhesive backing (Class 1), requiring no heat, solvent, or other preparation to smooth clean surfaces.

2.2 Type B Sheeting (Type 1 and III only)

Type B sheeting is intended for use on stationary traffic control signs and objects; it is Type A sheeting, un-punched for use in electronic cutting devices.

2.2.1 The sheeting shall have a pre-coated pressure sensitive adhesive (Class 1).

3.0 Items to be Included in Bid

3.1 Process Inks

3.1.1 The manufacturer of the sheeting being offered shall furnish at no additional cost the process inks in standard traffic colors, clears and thinners recommended for the sheeting to meet the performance requirements of this specification. The sheeting manufacturer shall further be responsible for technical assistance in the use of these inks in accordance with Section 7.

3.1.2 The process colors shall be a single line of traffic colors which: may be applied before and after sheeting is applied to a substrate; require no component premixing; and will air dry for packing in 3 hours or less and requires no clear coating.

3.1.3 The sheeting manufacturer shall provide standard traffic color inks, toners and thinners per the matched component system within 7 days at no charge to the City of Irving.

3.2 Slip Sheet: Slip sheet paper recommended by the sheeting manufacturer for surface protection for use in packaging, storing or shipping shall be furnished at no additional charge. Slip sheet paper shall be supplied in rolls by the manufacturer, in at least equal square footage and in the same widths as the sheeting supplied.

3.3 Temperature Indicators: The manufacturer at no additional charge shall furnish expendable temperature indicators recommended by the sheeting manufacturer for control and calibration of proper application temperature, upon request.

3.4 Washers for printed faces: Washers recommended by the sheeting manufacturer to protect the sign surface from damage by bolts or other fasteners shall be furnished by the manufacturer at no additional charge.

3.5 Overlay Films: The sheeting manufacturer shall also manufacture colored acrylic imaging films and clear protective overlays, which are compatible with the sheeting's, and when used in accordance with the sheeting manufacturer's instructions, shall not lessen the warranty term as described in section 6.2.

4.0 Test Panels and Test Conditions

Unless otherwise specified herein, sheeting shall be supplied to test panels in accordance with ASTM D 4956 section 7.2 and test conditions shall conform to ASTM D 4956 section 7.1.

5.0 Requirements

5.1 Color Requirements: Color shall be as specified and shall conform to the requirements of Table I. Conformance to color requirements shall be determined spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0, or 0/45 illumination/viewing conditions and tolerances as described in ASTM E 1164 for retro-reflective materials. CIE Tristimulus values for the 2° observer and illuminant D65 shall be calculated in accordance with ASTM E 308. The standards for calibrating the test instruments shall be the MUNSSELL PAPERS listed in Table I which have been recently calibrated on a spectrophotometer.

Table I Type 1

Color	Color Specification Limits* and Reference Standards								Reflectance Limit (y)		Munsell Paper**
	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	Min.	Max.	
	White	.303	.300	.368	.366	.340	.393	.274	.329	27.0	
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	15.0	40.0	1.25Y 6/12
Red	.613	.297	.708	.292	.636	.364	.558	.352	2.5	11.0	7.5r 3/12
Blue	.066	.216	.190	.255	.244	.210	.144	.038	1.0	10.0	5.8PB 1.32/6.8
Brown	.445	.353	.604	.396	.556	.443	.445	.386	3.0	9.0	5YR 3/6
Green	.030	.398	.166	.364	.286	.446	.201	.794	3.0	8.0	IOG 3/8

Table I Type III

Color	Color Specification Limits* and Reference Standards								Reflectance Limit (y)		Munsell Paper**
	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	<u>x</u>	<u>y</u>	Min.	Max.	
	White	.303	.300	.368	.366	.340	.393	.274	.329	27.0	
Yellow	.498	.412	.557	.442	.479	.520	.438	.472	15.0	40.0	1.25Y 6/12
Red	.613	.297	.708	.292	.636	.364	.558	.352	2.5	11.0	7.5r 3/12
Blue	.066	.216	.190	.255	.244	.210	.144	.038	1.0	10.0	5.8PB 1.32/6.8
Brown	.445	.353	.604	.396	.556	.443	.445	.386	3.0	9.0	5YR 3/6
Green	.030	.398	.166	.364	.286	.446	.201	.794	3.0	8.0	IOG 3/8

5.2 Coefficient of Retro-reflection: The coefficients of retro-reflection shall be determined in accordance with ASTM E-810, for the minimum requirements of Table III. This table contains “core” values as found in ASTM D 4956, as well as supplemental values at 0.2° and .5° observation and 45° entrance to fully characterize sheeting performance throughout its expected range of use.

5.2.1 Units: Coefficients of retro-reflection shall be specified in units of candelas per footcandle per square foot.

5.2.2 The observation angles shall be 0.2° and 0.5°.

5.2.3 The entrance angles shall be -4°, 30° and 45°.

5.2.4 For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retro-reflection shall not be less than 70% of the values for corresponding color in Table II (Type I, III).

5.3 Specular Gloss: The retro-reflective sheeting shall have an 85° specular gloss of not less than 40 when tested in accordance with ASTM D 523.

Table II (Type I)
Minimum Coefficient of Retroreflection
(cd/lux/m²)

White

	-4.0	30.0	45.0
0.2	250	175	95
0.5	95	70	55

Green

	-4.0	30.0	45.0
0.2	45	30	12
0.5	15	12	10

White

	-4.0	30.0	45.0
0.2	70	30	8
0.5	30	15	7

Green

	-4.0	30.0	45.0
0.2	9	3.5	1.5
0.5	4.5	2.2	0.5

Yellow

	-4.0	30.0	45.0
0.2	50	22	4.5
0.5	25	13	4

Blue

	-4.0	30.0	45.0
0.2	4	1.7	0.6
0.5	2	0.8	0.5

5.4

Table II (Type III)
Minimum Coefficient of Retroreflection
(cd/lux/m²)

White

	-4.0	30.0	45.0
0.2	250	175	95
0.5	95	70	55

Green

	-4.0	30.0	45.0
0.2	45	30	12
0.5	15	12	10

Yellow

	-4.0	30.0	45.0
0.2	170	135	50
0.5	62	60	40

Blue

	-4.0	30.0	45.0
0.2	20	11	6.0
0.5	7.5	5.0	4.0

Red

	-4.0	30.0	45.0
0.2	45	30	12
0.5	15	12	10

Brown

	-4.0	30.0	45.0
0.2	12	8.5	2.8
0.5	5.0	3.5	2.5

- 5.5 Color Processing: The retro-reflective sheeting shall be designed to work in concert with recommended imaging systems. Color processing with compatible transparent and opaque process colors shall be possible in accordance with the sheeting manufacturer's recommendation at temperatures of 60 to 100°F (16 to 38°C) and relative humidity of 20 to 80%. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures recommended by the sheeting manufacturer.
- 5.6 Shrinkage: The retro-reflective sheeting shall comply with the shrinkage requirements contained in ASTM D 4956 section 7.6.
- 5.7 Flexibility: The reflective sheeting with the liner removed and conditioned as in 5.1 shall be sufficiently flexible to show no cracking when slowly bent, in one second's time around a 1/8 inch mandrel with adhesive contacting the mandrel. Talcum powder shall be spread on the adhesive to prevent sticking to the mandrel.
- 5.8 Adhesive: The retro-reflective sheeting shall comply with the liner removal and adhesion requirements contained in ASTM D 4956 sections 7.8 and 7.9.

- 5.9 Impact Resistance: The sheeting, applied according to the manufacturer's recommendations to a cleaned, etched aluminum panel of alloy 6061-T6, 0.04" (0.10 cm) by 3" (7.6 cm) by 5" (12.7 cm) and conditioned as in 5.1, shall show no cracking when the face of the panel is subjected to an impact of a 2 inch diameter steel ball (1.19 lbs., 0.54 kg) dropped from a height of 8.5 inches (21.6 cm) through a 2.125 inch (5.4 cm) tube.
- 5.10 Resistance to Accelerated Weathering: The retro-reflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering, crazing or dimensional change after three years (Type III), two years (Type 1) unprotected outdoor exposure conducted according to ASTM G7 and inclined at 45° from the horizontal facing the equator. After cleaning, the coefficient of retro-reflection shall not be less than 80% (Type III), 50% (Type 1) of the values in Table II and the colors shall conform to paragraph 5.10, 5.11.

Following weather exposure, gently wash panels using a soft cloth or sponge and clean water or a dilute solution (1% by weight in water, maximum concentration) of a mild detergent. After washing, rinse thoroughly with clean water and blot dry with a soft clean cloth. After washing and drying, condition the panels at room temperature for at least two hours prior to conducting any property measurements.

- 5.10.1 Shows "good" color fastness or better when tested as in 5.10.
- 5.10.2 Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 1/32 inch (0.08 cm) shrinkage or expansion.
- 5.10.3 Retain not less than 80% (Type III), 50% (Type 1) of the coefficient of retro-reflection values specified in Table II.
- Retro-reflective performance measurements after weather exposure shall be made at all observation and entrance angles. Sheeting shall be measured using the average values. Where more than one panel of a color is measured, the coefficient of retro-reflection shall be the average of all the determinations.
- 5.10.4 Not to be removable from the aluminum panels without damage.
- 5.11 Colorfastness: One specimen, exposed and prepared as specified in 5.9 shall be wet out with a mild detergent and water solution and compared with a similarly treated unexposed specimen under natural (North sky) daylight or artificial daylight having a color temperature of 7600° Kelvin. The colorfastness shall be evaluated as follows:

Excellent - no perceptible change in color
Good - perceptible but no appreciable change in color
Fair - appreciable change in color.

Appreciable change in color means a change that is immediately noticeable in comparing the exposed specimen with the original comparison specimen. If closer inspection or a change of angle of light is required to make apparent a slight change in color, the change is not appreciable.

- 5.12 Optical Stability: Three pieces of retro-reflective sheeting applied to test panels and conditioned as in Section 5.1 shall each first have their photometric properties characterized by measuring the coefficients of retro-reflection according to the provisions in Section 5.3. These panels shall then be exposed in an air circulating oven at $170 \pm 5^{\circ}\text{F}$ ($77 \pm 3^{\circ}\text{C}$) for a period of 24 hours. After exposure the panels shall be allowed to condition according to the provisions of Section 5.1. These panels will again be characterized for photometric properties by measuring the coefficients of retro-reflection according to the provisions of Section 5.3 at all test geometries measured before exposure.

The coefficients of retro-reflection measured after exposure shall be between 85% and 115% of the values measured before exposure for each of the three samples.

- 5.13 Fungus resistance: The retro-reflective sheeting shall comply with the supplementary requirements contained in section S1 of ASTM D 4956.
- 5.14 Resistance to Corrosion. The retro-reflective sheeting applied to a test panel and conditioned as in 4.0, shall show no loss of adhesion, appreciable discoloration or corrosion and after cleaning shall retain a minimum of 80% of the original coefficient of retro-reflection when measured at 0.2° observation, -4° entrance and 0° rotation angles after 1000 hours exposure to a 5% concentration salt spray at 35°C (95°F) when tested in accordance with ASTM B 117.
- 5.15 General Characteristics and Packaging: The retro-reflective sheeting as supplied shall be of good appearance, free from ragged edges, cracks and extraneous materials and shall be furnished in either rolls or sheets.

When furnished in continuous rolls, the number of splices shall not be more than two per 50 yards (45.7 m) of material, with a maximum of three pieces in any 50-yard (45.7 m) length. Splices shall be butted or overlapped and shall be suitable for continuous application as furnished.

The sheeting shall be packaged in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number, color and type adhesive. Stored under normal conditions the retro-reflective sheeting as furnished shall be suitable for use for a minimum period of one year.

6.0 Performance Requirements and Obligations

6.1 Certification

The sheeting manufacturer shall submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein.

6.2 Field Performance Requirements

6.2.1 Type A, and B sheeting processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for the number of years as stated below. The retro-reflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that; (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retro-reflection is less than the minimum specified for that sheeting during that period listed.

Type 1: 50% of values listed in Table II Type 1 after 7 years

Type III: 85% of values listed in Table II Type III after 7 years and 80% of values listed in Table II Type III after 10 years.

Failure of process inks or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of entire sign and shall be replaced under manufacturer's replacement obligations (6.3).

For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retro-reflection shall not be less than 70% of the values for the corresponding color in the above referenced table.(Type I pg 12, and Type III pg 13).

All measurements shall be made after sign cleaning according to sheeting manufacturer's recommendations.

6.3 Sheeting Manufacturer's Replacement Obligation

Where it can be shown that retro-reflective signs with Types A, and B sheeting, supplied and used according to the sheeting manufacturer's recommendations, have not met the performance requirements of Section 6.2, the sheeting manufacturer shall cover restoration costs as follows for sheeting's shown to be unsatisfactory during:

6.3.1 The entire 10 years (Type III), 7 years (Type 1): the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.

6.3.2 In addition, during the first 7 years (Type III) the sheeting manufacturer will cover the cost of restoring the sign surface to its original effectiveness at no cost to the using Agency for materials and labor.

6.4 City of Irving Obligation

The Traffic and Transportation Departments/Traffic Operation Section shall be responsible for requiring the dating of all signs at the time of application. That date constitutes the start of the field performance obligation period.

7.0 **Technical Assistance Requirement**

The manufacturer supplying the retro-reflective sheeting requirements shall provide at no charge the services of a qualified technician for instruction and training at the primary sign manufacturing facility designated by the Traffic and Transportation Department/Traffic Operations Section. This instruction shall be provided biannually and at the request of Traffic Operations Section. Instruction shall include but not be limited to training films, material application, equipment operation, silk screening techniques, packaging, storage, and other proven sign shop practices as they apply to the reflective sheeting supplied by the manufacturer, and to assure that the resulting signs can comply with the applicable specifications.

Additional on-site technical assistance by the manufacturer supplying the retro-reflective sheeting shall be provided at the City of Irving's Sign Shop, 128 N. Briery Road, Irving Texas 75060. This assistance shall be provided annually and at the request of the Traffic Operations Supervisor.

The sheeting manufacturer shall, without additional cost to the Traffic Operation Section, provide the sign shop with competent technical service and product information, including service on screen printing problems with the inks furnished or recommended by the manufacturer for their sheeting. The manufacturer supplying the retro-reflective sheeting shall provide technical assistance for their recommended sheeting application equipment. The manufacturer shall certify that trained personnel will be available on 72 hours notice to render such service to facilitate the manufacture of finished signs. "Service" is understood to mean the capability of calibration and troubleshooting, as well as the training and retraining of personnel as required. In addition, a manufacturer's representative shall be available on site within 24-hour notice to assess and advise on any manufacturing difficulty that arises.

8.0 **Applicable Documents**

The following documents, of the issues in effect on the date of invitation for bids or request for proposal, form a part of this specification to the extent specified herein.

8.1 ASTM Standards

8.1.1 B 209 Specification for Aluminum and Aluminum Alloy Sheet and Plate.

8.1.2 D 523 Standard Method for Test for Specular Gloss.

8.1.3 D 4956 Standard Specification for Retro-reflective Sheeting for Traffic Control.

8.1.4 E 284 Standard Definition of terms Relating to Appearance of Materials.

8.1.5 E 308 Standard Method for computing the colors of objects by using the CIE system.

8.1.6 E 810 Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting.

8.1.7 E 1164 Standard Practice for obtaining spectrophotometric data for object color evaluation.

8.2 Other Standards

8.2.1 AASHTO M 268 Standard Specification for Retro-reflective Sheeting for Traffic Control

8.2.2 FHWA FP-96 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects

Group A: Sign Faces

Will consist of finished sign faces to be used in the manufacture of standard traffic signs. All materials used to manufacture faces must have three (3) years NTPEP outdoor weathering.

Group B: Roll Goods

Will consist of roll good sheeting materials to be used in the manufacture of standard traffic signs. All necessary items needed for the manufacture of these signs, such as vinyl and acrylic overlay films must be three (3) year NTPEP tested.

Group C: Miscellaneous Materials

Will consist of transfer tapes, slip sheeting, etc.

Process Colors: Inks

Each sheeting type shall have a single line of traffic colors which:

- Complies with all requirements as outlined in the specifications.
- May be applied before and after sheeting is applied to a substrate.
- Requires no component mixing.
- Will air dry for packing in three hours or less.

The sheeting manufacturer shall provide standard and custom color inks from the process color series per the matched component system within seven (7) days at no charge to the City of Irving, Traffic Operation Section.

PRICING PAGES – GROUP A – SIGN FACES

Type I, Engineer Grade Class 1 & 2 Retro-Reflective Imaged Sign Faces. Sizes: 8" to 48"			
Est Qty	Description	Unit Price Per Sq. Ft.	Total Price
	<u>Type I, One Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	<u>Type I, Two Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	<u>Type I, Three Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	Subtotal		_____
Type III, High Intensity Grade Class 1 & 2 Retro-Reflective Imaged Sign Faces. Sizes: 8" to 48"			
	<u>Type III, One Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	<u>Type III, Two Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	<u>Type III, Three Color Screened Faces</u>		
1,000 sq. ft.	0-1 Square Feet	_____	_____
1,000 sq. ft.	1-4 Square Feet	_____	_____
1,000 sq. ft.	4+ Square Feet	_____	_____
	Subtotal		_____
GROUP A TYPE I AND TYPE III SIGN FACES SUB-TOTAL			_____

PRICING PAGES – GROUP B – ROLL GOODS

Est Qty	Description	Unit Price Per Sq. Ft.	Total Price
15,000 sq. ft.	<p>*Type I Engineer Grade or equal: Retro-Reflective Sheeting, Class 2 Pressure Sensitive Adhesive, Non-Perforated for use in electronic plotters. Colors: White, Red, Green, Blue, Brown, Yellow and Orange as required by Traffic Operations Section. Sizes: Standard width 50 yd Rolls. *Alternate product that meets or exceeds Type I Engineer Grade can be substituted. Product Codes _____</p>	_____	_____
500 sq. ft.	<p>*Type I Engineer Grade or equal: Retro-Reflective Red/White Barricade Sheeting, Pressure Sensitive Adhesive, Left or Right, 4” or 6” diagonal stripes in widths as required by the Traffic Operations Section. Sizes: 7” to 8” Width Sheets or Rolls. *Alternate product that meets or exceeds Type I Engineer Grade can be substituted. Product Codes _____</p>	_____	_____
10,000 sq. ft.	<p>Type III High Intensity Grade: Retro-Reflective Sheeting, Class 2 Pressure Sensitive Adhesive, Non-Perforated. Colors: White, Red, Green, Blue, Brown, Yellow and Orange as required by Traffic Operations Section. Sizes: Standard Width 50 yd Rolls. Product Codes _____</p>	_____	_____
500 sq. ft.	<p>Type III High Intensity Grade: Retro-Reflective Red/White Barricade Sheeting, Pressure Sensitive Adhesive, Left or Right, 4” or 6” diagonal stripes in widths as required by the Traffic Operations Section. Sizes: 7” to 8” width sheets or rolls Product Codes _____</p>	_____	_____

PRICING PAGES – GROUP B – ROLL GOODS - CONTINUED

Est Qty	Description	Unit Price Per Sq. Ft.	Total Price
3,000 sq. ft.	<p>Non-Reflective Vinyl: Non-Reflective Sheeting, Class 2 Pressure Sensitive Adhesive, Non-Perforated.</p> <p>Colors: White, Red, Green, Blue, Brown, Yellow and Orange as required by Traffic Operations Section.</p> <p>Sizes: 8", 18", 24", 30", 36", 42" x 50 yd Rolls.</p> <p>Product Codes _____</p> <p>Acrylic Overlay Films: Translucet Pressure Sensitive, durable, solvent resistant and designed to be applied over high performance reflective sheeting.</p> <p>Scotchlite Brand overlay Film Series 1170 or equal.</p> <p>Brand Bid _____</p>	_____	_____
100 sq. ft.	Red	_____	_____
500 sq. ft.	Blue	_____	_____
500 sq. ft.	Green	_____	_____
100 sq. ft.	Black	_____	_____
100 sq. ft.	Brown	_____	_____
100 sq. ft.	<p>List other Colors and corresponding pricing.</p> <p>_____</p> <p>_____</p> <p>Product Codes _____</p>	_____	_____
GROUP B ROLLOVER GOODS SUB-TOTAL			_____

PRICING PAGES – GROUP C – MISCELLANEOUS MATERIALS

Est Qty	Description	Unit Price Per Sq. Ft.	Total Price
10,000 sq. ft.	<p>Transfer Tapes: Designed to transfer pre-positioned copy. Sizes: 4", 6", 12", 24", 36", x 100 yd. Rolls. TPM-5 Clear Transfer Tape or equal. Product Codes _____</p>	_____	_____
5,000 sq. ft.	<p>Slip Sheeting: Slip sheet paper as recommended by the sheeting manufacturer, for surface protection in packaging, storing or shipping. Slip sheet paper shall be supplies in rolls by manufacturer. Product Codes _____</p>	_____	_____
GROUP C MISCELLANEOUS MATERIALS SUB-TOTAL			_____

NOTE: Each group in its entirety will be awarded to the same vendor. Group A may be awarded to the same or different vendor than Groups B and C. Groups B and C will be awarded to one vendor. If you do not bid on each item within each group, your bid will be considered non-responsive and will not be considered for award.

Group	Description	Total Extended Price
A	Sign Faces	
B	Roll Goods	
C	Misc. Materials	

CITY OF IRVING

SUMMARY RESPONSE PAGE for ITB 180D-09F

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 five 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 or 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, with 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. 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. 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**

Bidders must complete all lines within a group to be considered for award. Group A may be awarded to the same or different vendor than Groups B and C. Groups B and C will be awarded to the same vendor. The City reserves the right to award by whichever method is most favorable to the City, but will award to the lowest, responsive, responsible bidder no matter which method is used. Awards totaling \$25,000 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 June 19, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. **Pre-Bid Meeting**

There is no pre-bid meeting for this solicitation.

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.



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:** All lines completed in each group bid (pages13-16).
- _____ **BID RESPONSE:** Completed Summary Response Page
- _____ **DUE DATE** (Bid must be received & stamped in Purchasing no later than
3:00 pm on June 19, 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)
- _____ **STANDARD CONTRACT FOR SERVICES** (Attachment H-2)



**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.
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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<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>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.)	
3	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.	
4	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.	

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

ITB 180D-09F Name of Bidder _____

**NO INSURANCE
REQUIREMENTS
FOR THIS ITB**

Attachment D-9 (rev. 12/31/08)



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 180D-09F

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 agree 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:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 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 180D-09F

 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, 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-2

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 bid items set out in ITB# 180D-09F, 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 sell, lease, furnish and/or deliver to City in accordance with the terms of Vendor's submitted Bid Page and the Specifications in above referenced ITB, the items listed as awarded to bidder in the Irving City Council resolution awarding such bid to Vendor, 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 each order at the unit price listed upon the Bid Page and Specifications with payment being subject to any discount terms stated upon the Bid Page, the Summary Response Page, and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments. Any purchase of items so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Vendor will 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, 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 quantities and quality herein provided, 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 units 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: _____