



**CITY OF IRVING**

**SOLICITATION OVERVIEW**

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

**TITLE:** Electrical Services for Parks and Building Maintenance Department  
**ITB #:** 204M-09F  
**Commodity:** 4405 Electrical Repair & Maint., 0225 Electrical Contractor  
**Due Date:** 3:00 p.m., Monday, July 8, 2009  
**Location:** City of Irving, Purchasing Division  
845 W. Irving Blvd.  
Irving, Texas 75060

**Pre-Bid Conference:**

**Date:** Tuesday, June 30, 2009  
**Time:** 10:00 a.m.  
**Location:** Purchasing Conference Room  
845 W. Irving Blvd.  
Irving, Texas 75060

This conference is recommended, but not mandatory

**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:  
Marsha Hughes, Purchasing Agent at [mhughes@cityofirving.org](mailto:mhughes@cityofirving.org)  
Questions may be submitted through 3:00 p.m., July 2, 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**

**Intent** - The purpose of this bid is to establish an annual contract for electrical maintenance, service upgrades, and additional service for the City of Irving Parks and Building Maintenance Department.

**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 **September 1, 2009 and runs through August 31, 2011.**

**Renewal Option** - With a written request from awardee, this contract is subject to consideration for **one** renewal for a **two-year** period of time and under the same terms and conditions as awarded. Written request should be received by Purchasing 60 days prior to expiration of existing contract to insure renewal.

**Previous Response Summary:** The previous response summary indicating previous awardee(s) and contracted pricing, can be found on the City of Irving Purchasing website, **[www.cityofirving.org](http://www.cityofirving.org)**, Bid Opportunities. Scroll to the specific bid and tab to the Previous Response Summary column and click on the bid number. The response summaries are available in Excel pdf format.

**Codes, Permits and Licenses** - All work shall comply with all applicable state and local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay any applicable fees for permits or inspections. There is no charge for City of Irving permits for services being performed on City of Irving property.

**Qualification of Bidders** – The City of Irving requires that a bidder shall be a specialist in this field and have the personnel, experience, skill, and the organization to provide the materials/parts and labor necessary for the project.

**Prices** - All prices shall be firm for the entire period of the contract. A vendor will not be awarded a contract if he bids escalation pricing, even though he takes exception to this bid requirement.

**Warranties** – Contractor shall supply a standard one-year warranty on all labor and workmanship, execute and assemble documents from subcontractors, suppliers and manufacturers and submit said documents prior to final application for payment. All warranties shall commence with the final acceptance of each project by the City of Irving. Any warranty for materials/parts or equipment which is greater in length of time from the above minimum requirement shall be itemized on a warranty page and submitted prior to final payment.

**No Additional Charges Allowed** - No charges, such as miscellaneous 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.

**Disposal of Refuse** - Contractor shall clean the site and dispose of all refuse at a Texas Commission on Environmental Quality (TCEQ) approved landfill other than the City of Irving Landfill.

**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.

**Invoices** - Invoices **must reference a purchase order number and must be self-explanatory** as to the charges for labor, parts and materials. The labor portion must itemize labor hours by each worker's name, classification, number of hours, identify regular or overtime, times the contracted hourly rate for each person who actually performed services on a specific project. The parts/materials portion must list the vendor's unit cost, quantity used for each item in a specific job, and the contracted markup allowance. A copy of the supplier's invoice, dated and marked paid, must be attached to each invoice for any single item over \$100.00. Itemization of equipment rental is also required if applicable. Each invoice must be clearly itemized or it will be returned to the contractor. Invoices shall be submitted to the Parks and Building Maintenance Department, Attn: Ordering Supervisor, P. O. Box 152288, Irving, TX 75015-2288.

**Sales Tax:** Materials which are incorporated into or becomes part of the project are exempt from sales tax. A "separated contract" will be issued by the City of Irving which separates charges for materials from charges for labor. The contractor is expected to execute a resale certificate instead of paying the sales tax at the time of purchase. The City of Irving will issue an exemption certificate for the materials as long as they are a part of the finished project.

If contractor does not issue a resale certificate, then the amount of sales tax must be included in the prices quoted. No additional compensation, beyond the prices quoted, is due the contractor for sales tax.

**Payment and Performance Bonds:** While utilizing this annual contract, if a specific project is over \$25,000.00, a Payment Bond in the amount of that specific project is required. If a specific project is over \$100,000.00, a Performance Bond in the amount of that specific project is also required. If required, both payment and performance bonds must be provided on the City of Irving forms prior to commencing work on that specific project. The cost to obtain these bonds will be reimbursed to awardee if a copy of the invoice showing the awardee's cost of the bond or bonds is attached to the invoice for the specific job.

## **GENERAL**

On an emergency service call, the awardee shall respond within a **maximum** of two (2) hours. Awardee shall provide Parks and Building Maintenance Department with a twenty-four hour telephone number.

Each initial service call shall be responded to within twenty four (24) hours. Contractor shall promptly diagnose needed repair items upon arrival at job site, and initiate repair procedures. Should additional time be required to complete repair and/or diagnosis, contractor shall contact Department representative for approval. Parks and Building Maintenance Department will be fully informed of the problem and estimated materials and labor hours prior to complete needed repairs.

The successful bidder will be required to give free written job estimates for specific non-routine or emergency projects within three (3) working days upon request. Should the City authorize contractor to perform work according to a submitted job estimate, contractor shall not exceed estimate unless express written authorization (by letter, fax or e-mail) is obtained from the designated City representative.

**Definitions:**

For the purpose of all work performed pursuant to these specifications, the following definitions will apply:

<u>Type of Work</u>	<u>Minimum Laborer Certification/Skills</u>	<u>Description of Work</u>
1. Parks & Building Maintenance Department Facilities	A. Journeyman and Apprentice B. Boom/Crane Truck w/75' working height (Where Applicable)	Changing light bulbs, repairing overhead fixtures and associated underground wiring and equipment.
2. Installation	Journeyman and Apprentice	Installation of electrical equipment conduit, junction boxes etc.
3. Troubleshooting	Journeyman and Apprentice	Routine fault finding & correction on City properties to include various buildings, equipment, and City facility area locations.

Awardee shall submit, to Parks and Building Maintenance Department, a list of all Employees and their certifications and/or classifications that will be assigned to work on City projects. Such designation shall specify current professional certification level for each individual assigned to the project. Any current or future Employee, of the Electrical Services Contractor, who will be providing services to the City per this contract, and has not been identified on this list will not be authorized to work on City of Irving Parks and Building Maintenance Department facilities. It shall be the contractor's responsibility to keep this list current.

**Quality of Workmanship** - All work performed shall meet the standards stipulated in City of Irving's electrical codes and ordinances, shall be subject to inspection by the City of Irving Electrical Inspector, and shall be inspected and approved by the Parks and Building Maintenance Department representative. Any costs incurred in the inspection and approval process shall be the responsibility of the Awardee. Contractor shall be responsible for securing any permits and/or inspections as required by City of Irving Codes.

Local Office: Bidders for this contract shall maintain a local (DFW Metroplex) office, and provide evidence of locally based personnel, equipment, maintenance facility, and administrative offices to provide local services for performance of this contract. Travel distance and response time will not excuse contractor from completing scheduled work within set contract time frames.

**Terms of Payment:**

Service Call Fee: A service call shall be trouble shooting problems or other like activities. It does not include estimates. The number and labor type of employees is subject to question by Parks and Building Maintenance Department personnel. No charge for a service call in lieu of one (1) hour minimum labor on all calls. Should a service call exceed, one (1) hour, approval must be obtained from the Parks and Building Maintenance Department prior to continuing work.

Travel: No charge for travel time or mileage will be permitted.

Labor: Based on hourly rate for the type of service performed, time invoiced shall be for actual time worked subject to verification/documentation approved by the Parks and Building Maintenance Department. **Contractor shall not exceed contracted hourly rates.**

Materials: To be quoted on a cost-plus basis; percentage of markup to be based on net cost to awardee, allowing for full credit for trade and cash discounts to the City. All invoices to the City shall include legible copies of original vendor materials invoices. These shall show original price charged to the vendor, and the price charged to the City shall not exceed that price times the mark-up percentage as set within this contract. For truck stock not supported by a specific invoice, contractor shall provide with their bid a detailed list of common items with set contractor cost to be utilized to determine the City's cost. Items which are not supported by this list shall be supported by a reasonable price paid to secure those items.

Miscellaneous  
Charges:

Supplies such as tape, wire ends, anchor bolts etc. shall be invoiced only when applicable to the particular job and only for the quantities used. Where full bulk quantities are used (i.e.; case, roll, etc.), charges shall be for the bulk price or on a unit bases (i.e.; each, per ft. etc.) which ever is the lesser in cost. Where unit pricing for materials used exceeds full bulk cost, the lowest cost shall be charged.

Invoices:

**Invoices** - Invoices **must reference a purchase order number and must be self-explanatory** as to the charges for labor, parts and materials. The labor portion must itemize labor hours by each worker's name, classification, number of hours, identify regular or overtime, times the contracted hourly rate for each person who actually performed services on a specific project. The parts/materials portion must list the vendor's unit cost, quantity used for each item in a specific job, and the contracted markup allowance. A copy of the supplier's invoice, dated and marked paid, must be attached to each invoice. Itemization of equipment rental is also required if applicable. Each invoice must be clearly itemized or it will be returned to the contractor. Invoices shall be submitted directly to the Parks and Building Maintenance Dept., P. O. Box 152288, Irving TX 75015-2288. All invoices shall identify the specific job, and ordering supervisor.

Equipment  
Rental/Lease:

No separate charges shall be permitted for rental/lease of equipment unless specifically approved by the Parks and Building Maintenance Department. Generally, hand held equipment (i.e.; meters, testers, hand tools, etc.) are not eligible for reimbursement whereas large equipment (i.e.; cranes, boom trucks) may be eligible if prior approval (including cost of rental) is obtained and original invoices are submitted.

Bonding:

All bonding expenses are the responsibility of the awardee and shall not be billed separately.

Tools/Equipment:

All tools, small equipment, meters etc. necessary to perform contract work shall be owned or leased by the awardee

In the event the awardee cannot or does not respond to a call during the required time, the City has the right to place the order with an available electrician and invoice the awardee any difference in price, if charges would have been less under this contract.

Sub-contracting of work shall only be allowed on a case-by-case basis. Additionally, to solicit permission the awardee shall submit in writing, prior to sub-contracting, to the Parks and Building Maintenance Department, a letter outlining the need(s) for a sub-contractor; the specific function requiring a subcontractor; the name of the proposed sub-contractor; and the sub-contractor's qualifications. Sub-contractors performing work for primary contractor, under this contract, shall be subject to the same labor and materials rates as established within the contract.

Should overtime be necessary or indicated, it shall be performed only after obtaining specific authorization from the Parks and Building Maintenance Department. Overtime rates shall not exceed those as established within the contract. Unauthorized overtime will not be paid.

The Parks and Building Maintenance Department reserves the right to secure pricing prior to commencement of work and solicit competitive bidding in lieu of utilizing this contract.

The successful bidder shall assign only the necessary personnel to complete the required work. The Parks and Building Maintenance Department reserves the right to question and audit the number of personnel assigned to a particular job and the number of hours that are being billed.

For additional specification information, contact Al Johnson, Park Operations Supervisor, at 972.721.7873, or [ajohnson@cityofirving.org](mailto:ajohnson@cityofirving.org)

## Pricing Page

Item	Description	Est. Number of Hours	Hourly Rate	Total Price (hrs. x rate)
1	Journeyman Electrician (Normal Hourly Rate) *After Hours Hourly Rate _____ *Holiday Hours Hourly Rate _____	250	\$ _____	\$ _____
2	Apprentice Electrician (Normal Hourly Rate) *After Hours Hourly Rate _____ *Holiday Hours Hourly Rate _____	250	\$ _____	\$ _____
3	Crane/Boom truck w/75' working height.	200	\$ _____	\$ _____
4	Material/Parts – Percentage of markup on estimated \$20,000 parts/material based on actual cost to contractor. _____ % Markup. If no markup is intended, write the word “None” in the space provided. \$20,000 x _____ % markup equals \$20,000 + _____			\$ _____
<b>Grand Total</b>				\$ _____

\* There are no after hours/holiday work programmed in this contract, however overtime hourly rate proposal must be completed in the event that such after hours/holiday work becomes necessary.

State percent markup on rental equipment: \_\_\_\_\_ % markup.

**Warranty period for work performed:**

- Labor: \_\_\_\_\_
- Workmanship: \_\_\_\_\_
- Material: \_\_\_\_\_

**All contractors shall supply, with their proposal, five current (5) references with valid addresses and telephone numbers for similar work performed by the contractor.**

All bids will be evaluated based on the four (4) items above, responses from the supplied references and other references the City chooses to contact, Dun & Bradstreet reports and other information the City deems relevant.

# CITY OF IRVING

## SUMMARY RESPONSE PAGE for ITB 204M-09F

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

\_\_\_\_\_

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

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

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

**Fax:** \_\_\_\_\_

**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](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:

Marsha Hughes  
[mhughes@cityofirving.org](mailto:mhughes@cityofirving.org)  
972-721-3754

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. 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 July 8, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. **Pre-Bid Meeting**

A pre-bid meeting will be held on June 30, 2009, at 10:00 a.m. in the Purchasing Division Conference Room located at 845 W. Irving Blvd. Attendance at this meeting is optional, but it is a preferred method of receiving questions and requests from vendors for clarifications.

5. **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.

6. **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)**

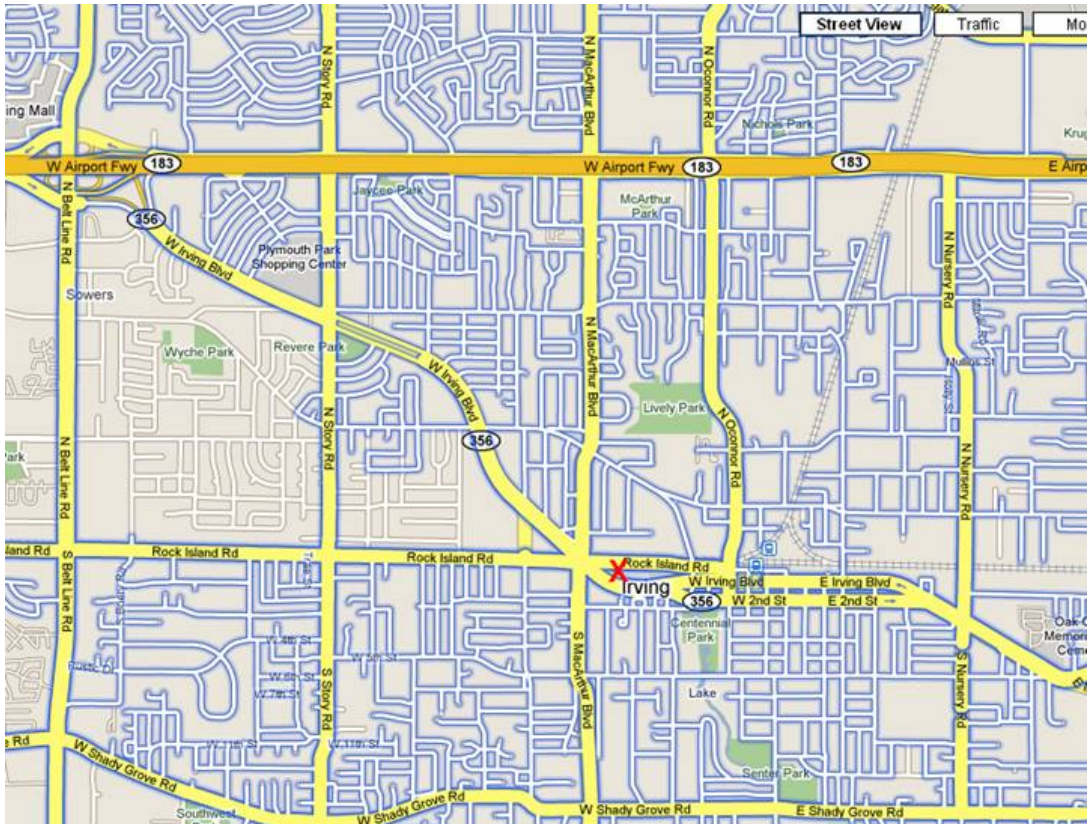
**Documents to be submitted in response to this Invitation to Bid (ITB)**

- \_\_\_\_\_ **BID PRICING PAGE:** 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 July 8, 2009)

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

***The following items should be turned in with the bid. Documents must be received before award recommendation.***

- \_\_\_\_\_ **FIVE ADDITIONAL DUPLICATE COPIES OF BID**
- \_\_\_\_\_ **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> <hr/> Date Received
1	<b>Name of person doing business with local governmental entity.</b>	
2	<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.)	
3	<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>	
4	<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.**

### Workers' Compensation

Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers' Liability Insurance with minimum limits of \$100,000 per each accident, \$500,000 disease policy limit, and \$100,000 occupational disease per employee.

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole Proprietors may request a waiver of this requirement if they have no employees. If services under this contract will not be performed on city property, the contractor may submit a written request for exemption from this requirement.

### 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 \$500,000-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 #204M-09F. 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/RFP: \_\_\_\_\_

**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** \_\_\_\_\_



**CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION**  
**Attachment D-7 (rev. 12/31/08)**

I, \_\_\_\_\_, an authorized  
(name)  
representative of \_\_\_\_\_, do certify that the  
(Insurance Agency)  
workers' compensation policy, of the insured \_\_\_\_\_,  
(Contractor)  
on the "Standard Certificate of Insurance Form for the City of Irving" meets all current  
Texas state laws and requirements.

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared \_\_\_\_\_,  
an authorized representative of \_\_\_\_\_  
(Insurance Agency)

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 purpose of certifying  
that the Insured is covered by worker's compensation in accordance with current Texas  
state laws.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Notary Public In and For the State of Texas**



## **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 Number #204M-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 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>Other Services</u></b> 33.00%	<b><u>Professional Services</u></b> 20.00%	<b><u>Goods</u></b> 10.00%
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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 Number #204M-09F

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title

Form GFE-1

**NO BONDING REQUIREMENTS AT  
TIME OF SUBMISSION FOR THIS ITB**

**BONDING MAY BE REQUIRED FOR  
SPECIFIC PROJECTS**

*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 204M-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 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

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## 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: \_\_\_\_\_

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## 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: \_\_\_\_\_

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## 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: \_\_\_\_\_