



## REQUEST FOR PROPOSALS (RFP)

**RFP NUMBER:** 19-0083

**PROPOSAL FOR:** Parks & Recreation Marketing and Sales  
Broker Services

**PROPOSAL DUE DATE:** **July 11, 2019**

**PROPOSAL DUE TIME: 2:00 PM**

**Pre-Proposal Meeting:** None

**CONTACT:** Blake Williams  
Purchasing Agent  
E-mail: [Blake.Williams@arlingtontx.gov](mailto:Blake.Williams@arlingtontx.gov)  
Telephone: 817-459-6337

1. Sealed proposals **must submit one (1) original, one (1) copy plus one (1) USB flash drives containing the proposal and all required documentation in electronic format**. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the Purchasing Agent of Record subject to the Terms and Conditions of this RFP and other contract provisions, will be received in the **Purchasing Division, 101 S Mesquite Street, Suite 800, Arlington, Texas 76010**, before the due date and time shown above.
2. **Proposals must be returned in a sealed envelope or other appropriate package, addressed to the Purchasing Agent, City of Arlington and have the proposal number, due date, and company name clearly marked on the outside envelope.**
3. Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on the City's Procurement Portal at: <https://arlington-tx.ionwave.net> and Demandstar by Onvia at: [www.demandstar.com](http://www.demandstar.com) The City of Arlington will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the website for any and all notifications, releases and amendments associated with this solicitation.
4. Late proposals will be returned to the bidder unopened.
5. Proposals may be withdrawn at any time prior to the official opening.

The undersigned agrees if the RFP is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be **180** calendar days unless stated otherwise herein.

**THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW, YOU ALSO CERTIFY THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE BIDDER, BIDDER QUALIFIES AS A TEXAS RESIDENT BIDDER AS DEFINED IN RULE 1 TAC 111.2.**

Company Name and Address	Company's Authorized Agent:
	Signature
	Name and Title (Typed or Printed)
Federal ID Number (TIN) or SSN and Name	
DUNS No.	Telephone:
Email address:	

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## ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (817) 459-6300 or email [Purch@arlingtontx.gov](mailto:Purch@arlingtontx.gov) prior to submitting your bid to ensure that you have received addendums.

**CITY OF ARLINGTON  
INSTRUCTIONS TO PROPOSING FIRMS**

## **1. PROPOSAL DELIVERY**

Proposals must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of each vendor to ensure timely delivery of the Proposal. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the vendor. Late proposals will be returned to the vendor unopened. The time stamp clock in the Purchasing Office is the time of record.

Be advised that the Municipal Court has relocated to the City Tower, and there is now only one entrance into the building. Vendors will be required to enter and pass through security at the North Entrance (through the metal detector). All packages will also be scanned. This could be a lengthy process. The Proposal response must arrive on the 8<sup>th</sup> floor by 2:00 pm in order to be considered.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of proposal documents to the City of Arlington, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time.

***Vendors must allow sufficient time for processing through the City's internal mailroom system to ensure the bid/RFP response arrives in the Purchasing Office prior to the due date and time. The City is not responsible for mail held by any carrier or third-party delivery service. Any Bid/Proposal received after the required date and time will be considered late and will not be accepted or considered. Late bids will be returned to the bidder unopened. Bids will not be considered if delivered or received at any other City office or facility.***

### **EXAMPLE OF PROPERLY IDENTIFIED ENVELOPE:**

Proposer's Name	
Address	
City, State, Zip	
Telephone Number	
City of Arlington	
Purchasing Division Business Office, 8 <sup>th</sup> Floor	
101 S. Mesquite St.	
Arlington, Texas 76010	
RFP Number: <b>19-0083</b>	
RFP Due Date and Time: <b>July 11, 2019 at 2:00pm</b>	
RFP Name: Parks & Recreation Marketing and Sales Broker Services	

## **2. PROPOSAL DOCUMENTS**

Review of Documents: Vendors are expected to examine all documents that make up the proposal. Vendors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the proposal. Vendors must use a complete proposal to prepare proposals. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposals.

Location of Documents: The Arlington Procurement Portal and Demandstar are the only authorized sources for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City on the City's Procurement Portal and Demand Star. Location of Bid Documents are available after registration at:

- Arlington's Procurement Portal <https://arlington-tx.ionwave.net>
- Onvia Demand Star located at [www.onvia.com](http://www.onvia.com),
- Or, may be picked up via hard copy at location **Purchasing Division, Business Office, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**,

Any addenda or other modification to the Bid/RFP/RFP documents will be issued by the City prior to the date and time of closing, as written addenda shall be distributed to all prospective Proposers who have obtained the Bid/RFP package directly from the City's Procurement Portal or its authorized representative. Such written addenda or modification shall be part of the Bid/RFP documents and shall be binding upon each Proposer. Each Proposer is required to acknowledge receipt of any and all addenda in writing and submit with their Bid/RFP.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Proposer should not rely on such sources for information regarding any solicitation made by the City of Arlington. In the event this Bid/RFP is obtained through any means other than the City's Procurement Portal or Demand Star, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid/RFP documents received from those other sources. Bid/RFP forms obtained from any other source may be incomplete and Proposers risk not receiving necessary addenda, or other required documents causing Bid/RFP to be considered non-responsive and eliminating the Bid/RFP from award.

**Preparation of Proposal:** Each vendor must furnish the information required by the proposal on the documents provided. Proposals submitted on other than the forms included in the proposal package may be considered non-responsive. Any attempt to alter the wording in the proposal may result in rejection of the proposal.

**Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful vendor should request a Tax Exemption Certificate from the Purchasing Division if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

**Brand Name or Equal:** If the proposal indicates brand name or "equal" products are acceptable, the vendor may propose an "equal" product as an alternate proposal but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

**Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the vendor shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Proposals shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The vendor must sign each document in the proposal requiring a signature. If addenda are issued, the vendor must initial any physical change made to the proposal.

**Proposal Preparation Costs:** All costs associated with preparing a proposal in response to a proposal solicitation shall be borne by the vendor.

### **3. SUBMISSION OF PROPOSALS**

Unless otherwise specified, vendors are required to submit the following required **documents labeled "original" and one (1) bound exact copy plus one USB flash drive containing the proposal and all required documentation in electronic format**. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the Purchasing Agent of Record.

**Documents Required with Proposal:** The following documents must be submitted with each proposal prior to the due date:

1. The signed Invitation to Proposal sheet
2. Copy of W-9 (October 2018 or latest revision) "Request for Taxpayer Identification and Certification"
3. Proof of Insurance on original Acord Form
4. MWBE Participation Form (if applicable)
5. References (if required)
6. No-Proposal Form (if applicable)

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Any other documents included in the proposal specifications requiring completion or execution by the vendor (i.e. proposal bond)

The vendor should retain all other pages in the proposal document.

**Addenda:** Receipt of Addenda must be acknowledged by signing and returning Addenda with the proposal, or under separate cover prior to the due date. Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the vendor's name, address, proposal number, and the due date and time. It is the vendor responsibility to obtain, review, sign and return any and all addenda. Addenda are available through the City's Procurement Portal (registered vendors) [www.demandstar.com](http://www.demandstar.com) and in the main Purchasing office. Failure to return any and all issued addenda may adversely affect the vendor opportunity for award.

#### **4. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS**

**Modification of Proposals:** Proposals may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the vendor name, address, proposal number, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.

**Withdrawal of Proposals:** Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the vendor) at any time prior to the due date.

A proposal may also be withdrawn in person by a vendor, provided the withdrawal is made prior to the due date. The vendor must sign a receipt of withdrawal.

No proposals may be withdrawn after the due date without forfeiture of the proposal security (if required), unless there is a material error in the proposal. Withdrawn proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing proposal.

#### **5. OPENING OF PROPOSALS**

The Purchasing Division representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally and publicly open and read aloud all proposals received on time.

#### **6. EVALUATION FACTORS AND AWARD**

**Evaluation:** Vendors may furnish pricing for all or any portion of the proposal (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the proposal, or any combination deemed most advantageous to the City. Proposals that specify an "all or none" award may be considered if a single award is advantageous.

**Award:** The City of Arlington shall award the proposal to the lowest responsive, responsible vendor or to the vendor who provides goods or services at the best value for the City. A responsive vendor is defined to be one who submits a completed sealed packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the specifications. A responsible vendor is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the vendor and the vendor goods/services;
3. Quality of the vendor's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Vendor's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the vendor's goods or services; and
8. Any relevant criteria specifically listed in the request for proposals or proposals.

Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

**Acceptance of Proposal:** Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will be by contract. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract.

Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

**Reservations:** The City expressly reserves the right to:

- Specify approximate quantities in the proposal;
- Extend the proposal opening date and time;
- Consider and accept alternate proposals, if specified in the proposal documents, when most advantageous to the City;
- Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
- Waive any minor informality in any proposal or proposal procedure (a minor informality is one that does not affect the competitiveness of the vendor);
- Add additional terms or modify existing terms in the proposal;
- Reject a proposal because of unbalance unit proposal prices;
- Reject or cancel any or all proposals;
- Reissue a proposal; and/or
- Procure any item by other means.

## **7. POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL VENDOR**

**Certificate of Interested Parties Form 1295:** The awarded contractor is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form must be completed at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Certificates of Insurance:** When insurance is required, the vendor must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within 15 business days after notification of intent to award, or as otherwise required by the proposal specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the vendor must provide the bonds, in the amounts and on the conditions required, within 15 working days after notification of intent to award, or as otherwise required by the proposal specifications.

## **8. CONTRACTOR SELECTION**

If awarded, the contract shall be based on the City's evaluation criteria, compliance with proposal requirements and offers the most advantageous offer for the supplies, equipment, or services being procured.

## **9. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

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## **10. PUBLIC DISCLOSURE**

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a vendor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **11. AMERICANS WITH DISABILITIES ACT**

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the person/agent of record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

## **12. PROHIBITED VENDORS**

*As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>).*

*In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at [www.epls.gov](http://www.epls.gov).*

*Vendor agrees that should at any time during the term of this contract they become listed on the either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.*

## **13. CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS**

All questions concerning this procurement solicitation must be directed to the Purchasing Agent. Contact information for the Purchasing Agent is listed on page 1 of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFP vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

**Vendors are prohibited from communicating with council members, City officials and their staff, regarding the RFP or Proposals from the time the RFP has been released until posted as a City Council agenda item for consideration by the entire city council.**

**These restrictions extend to letters, phone calls, emails, social media, or any contact that results in the direct or indirect discussion of the RFP or proposal submitted or to be submitted. Violation of this provision by vendor or vendor's agent may lead to disqualification from consideration. Exceptions to the restrictions on communication with City employees include:**

Contacts by the vendor with City when such contacts do not pertain to this proposal. Examples include: private (non-business) contacts with the City by the proposer or Proposer's employees acting in their personal capacity; presentations and/or responses to inquiries initiated by City Staff; and if a representative of the proposer has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFP.

**CITY OF ARLINGTON  
REQUEST FOR PROPOSAL  
RFP NUMBER 19-0083**

**SECTION 1  
INTRODUCTION**

**1.0 Introduction**

The City of Arlington is soliciting competitive proposals from qualified firms (hereinafter known as ("PROPOSER") to provide Marketing and Sales Broker Services for the City of Arlington Parks & Recreation Department. Services will be provided in a manner that maximizes financial return to the Parks and Recreation Department. The selected firm(s) will be expected to work closely with the assigned project manager in the Parks and Recreation Department to accomplish the program goals. The selected firm(s) will take the lead role in negotiating terms of business with corporate entities and present the City's project manager with proposed advertisement placement agreements.

**1.1 Background**

The Mission of the Arlington Parks and Recreation Department is to provide quality facilities and services that are responsive to a diverse community and sustained with a focus on partnerships, innovation and environmental leadership.

It is the goal of the Parks and Recreation Department to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the Department in exchange for certain advertising, naming rights, marketing and/or promotional considerations granted by the Department. The selected agency or agencies will provide unique services in cooperation with city representatives to identify partnerships that will help increase revenues, increase market exposure or improve programs and services for the community.

The Arlington Parks and Recreation Department operates a number of facilities including, but not limited to, four recreation centers, two senior centers, six outdoor pools, one indoor pool, four golf courses, a tennis center, three rental centers, a restaurant and 90 parks throughout the community. APRD also maintains a robust digital presence including an average of 465,000 website sessions annually, 31,000 email subscribers, and a total social media following of over 84,500. These platforms offer added digital advertising opportunities in addition to the on-site city assets.

The Arlington Parks and Recreation Department is also in the process of unprecedented growth. The department is undergoing multiple capital projects including the building of two new recreation centers in east and southeast Arlington. A large active adult recreation facility was approved by voters in a recent bond election, and design of the project beginning soon with construction expected to begin within the next two years. The Texas Rangers Golf Club, the only MLB branded golf course in the country, recently opened the course for play in February. The club house consisting of a full restaurant, bar, and banquet facility is expected to open in early 2020.

These city assets, along with programs and services operated within these facilities, generate opportunities in which advertising and sponsorship relationships can develop.

The department also hosts several free events every year, from Naturally Fun Neighborhood programs to the Light Up Arlington Independence Day Celebration, which averages over 60,000 in attendance each summer. Each event is also an opportunity in which revenue can be generated to improve services provided to the residents and visitors to Arlington.

**Objectives**

- Generate partnerships and operational revenue from businesses interested in marketing to parks and recreation patrons
- Assist in the creation of a Comprehensive Sponsorship Policy
- Review and inventory tangible/intangible Parks and Recreation Department assets and identify potential marketing opportunities related to those assets

- Complete a market analysis of the Parks and Recreation Department assets to assist in determine proper advertisement value of their tangible/intangible assets.
- Develop Strategic Plan for Marketing Assets
- Act as lead negotiator on behalf of the City in negotiating terms to generate revenue from those opportunities.

## **CONTRACT**

The Vendor acknowledges and understands that this contract is not effective until it has received all the requisite City approvals and the Vendor shall not begin performing work under this contract until notified to do so by the City. The Vendor is entitled to no compensation for work performed prior to the effective date of this contract.

## SECTION 2 ADMINISTRATIVE INFORMATION

### 2.0 Point of Contact

The Purchasing Agent, identified below, is the sole point of contact regarding the RFP bidding documents from the date of issuance until selection of the successful Vendor. The point of contact for inquiries concerning this RFP is:

Blake Williams  
Purchasing Agent  
City of Arlington  
101 S. Mesquite Street, Suite 800  
Arlington, Texas 76010  
[Blake.Williams@arlingtontx.gov](mailto:Blake.Williams@arlingtontx.gov)

### 2.1 Restriction on Communication

All communications relating to this RFP must be directed to the City's contact person named above. All other communications between a Vendor and City Staff, and public officials **concerning this RFP are prohibited**. Failure to comply with this section may result in the City disqualifying the Vendor's offer.

### 2.2 Requests for Proposal (RFP)

The RFP is not a bid. In the event the City elects to negotiate a contract with the successful responsive vendor, any contract shall contain, at a minimum, the terms and conditions for as listed in the RFP. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. No direct or indirect contact with the Mayor of the City of Arlington or City Council members will be allowed. If such contact is made, the City reserves the right to reject the proposal.

### 2.3 Procurement Schedule

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates.

RFP Schedule	
RFP Release Date	June 5, 2019
Last day for Questions Due	June 20, 2019
Release of Addendum 1 (If necessary)	June 27, 2019
Proposals Due	July 11, 2019 @ 2:00pm
Interviews	July 18-25, 2019
Council Approval	August 2019

### 2.4 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received on or before 2:00 pm., on June 20, 2019. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the respondent should immediately notify the Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the

proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

## **2.5 Amendment to the RFP and Withdrawal of Offer**

The City reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Purchasing Agent in writing if they wish to withdraw their proposals.

## **2.6 Submission of Offers**

Vendors must furnish all information necessary to evaluate the bid proposal. Offers that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

## **2.7 Opening**

Proposals will be opened publicly to identify the names of the Respondents but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After the RFP opening, the offers will remain confidential until the Evaluation Committee has reviewed all offers submitted in response to this RFP and the City has executed a contract.

## **2.8 Costs of Preparing the Offer**

The costs of preparation and delivery of the bid proposal are solely the responsibility of the Vendor. No payments shall be made by the City to cover costs incurred by any Vendor in the preparation of or the submission of this RFP or any other associated costs.

## **2.9 Rejection of Offers**

The City reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal.

## **2.10 Disqualification**

The City may reject outright and shall not evaluate proposals for any one of the following reasons:

- The respondent fails to include information necessary to substantiate that it will be able to meet a service requirement.
- The Vendor fails to respond to the City's request for information, documents, or references.
- The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.
- The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- The Vendor initiates unauthorized contact regarding the RFP with City employees and/or officials, or members of the evaluation committee.
- The Vendor provides misleading or inaccurate responses.
- The Vendor limits the City's rights.

## **2.11 Nonmaterial and Material Variances**

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

## **2.12 Reference Checks**

The City reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

## **2.13 Information from Other Sources**

The City reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts. The content of a bid proposal submitted by a respondent is subject to verification. Misleading or inaccurate responses shall result in disqualification.

## **2.14 Criminal History and Background Investigation**

The City reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

## **2.15 Clarification Process**

The City reserves the right to contact a Vendor after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the City or any other political subdivision wherever located, or requests for corrective pages in the Vendor's bid proposal.

An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

## **2.16 Disposition of Offers**

All proposals become the property of the City. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Texas Information Act or other applicable law.

## **2.17 Release of Claims**

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

## **2.18 Presentations**

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an

opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

## **2.19 Evaluation of Offers Submitted**

Offers that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 6 of the RFP. The evaluation and selection of a contractor will be based on the information submitted in the proposal, references and required presentations and demonstrations. Respondents shall respond to all requirements clearly and completely. Failure to respond completely may be the basis for the rejection of a proposal.

## **2.20 Award and final offers**

City reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, or to reject any and all proposals if deemed to be in the best interests of the City and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the City and to temporarily or permanently abandon the procurement. If the City awards a contract, it will award the contract to the Vendor whose proposal is the most advantageous to the City, considering price and the evaluation factors set forth in this RFP.

Awards may be granted in one of two ways. The award may be granted to the highest scoring responsive, responsible proposal. Or to the responsible Vendor whose proposal conforms to the RFP and is the most advantageous to the City, price and other factors considered as stated in Section 6 of the RFP.

## **2.21 Closed Records**

All Proposals including interviews, presentations documents and meetings relating the RFP may remain closed records or meetings until a Contract is executed or until all Proposals are rejected by the City.

If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all Proposals submitted in response to the amended RFQ are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and re-solicit Proposals.

## **2.22 Debriefing Vendors**

Debriefing of contract award is available within 30 days after award and execution of the Contract.

## **2.23 Travel**

All travel or other related expenses must be pre-approved in writing by the City and are a pass through without markup. Independent Contractor must use City travel reimbursement rates. City follows GSA Per Diem rates that can be found at the following URL <https://www.gsa.gov/portal/content/104877>

Authorized expenses to be reimbursed by the City include: transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact City business. The City does not reimburse for travel time, alcohol, in room movies, laundry, dry cleaning, room service additional charges for in room meal delivery, or health club costs. Copies of all receipts must accompany invoice for all pre-approved reimbursable expenses.

## SECTION 3

### SCOPE OF WORK

#### 3.1 Overview – Scope

The City of Arlington Parks and Recreation Department is interested in generating partnerships and operational revenue from businesses interested in marketing to parks and recreation patrons.

The proposer will assist in creating and implementing a series of advertisement placements that would create partnerships between the City and private companies. The proposer will review and inventory tangible/intangible Parks and Recreation Department assets, identify potential marketing opportunities related to those assets, and act as lead negotiator on behalf of the City in negotiating terms to generate revenue from those opportunities.

While there are numerous opportunities available, the Parks and Recreation Department recognizes the following assets as areas for initial focus.

- Advertisements in the weekly electronic department newsletter
  - Circulation of 25,500 weekly
  - One of the highest hit web pages on the city website.
  - Desire of 4-6 advertisements per issue
- Print advertisements in the Naturally Fun Magazine (36,000 copies printed per year, 3 times per year plus approximately 454,043 hits annually on naturallyfun.org from 305,000 unique users)
  - Desire 4-6 pages of advertisements per issue
- Scorecard sponsor for golf courses (+/-132,000 per year)
  - Desire 1-2 advertisements in total annually
- Driving range ball sponsor (Tierra Verde & Texas Rangers Golf Club, +/- 40,000 balls per year)
  - Could be split between multiple advertisers
- Sponsorship of applicable parks programs and events
  - Varies by event and program
  - Will finalize details with awarded vendor
- Sponsorship of athletic sports uniforms, complexes and facilities.
  - 6,400 sport uniforms annually
  - Annual attendance can exceed 750,000 annually depending on location
- Secure naming rights sponsorships at Parks and Recreation Department facilities
  - 2 new recreation centers
  - 1 new active adult center
  - 1 new event center on Lake Arlington
  - Athletic fields
  - Club House at Texas Rangers Golf Club
  - Tennis Center
- Other areas as identified during the campaign process
  - As new ideas and concepts develop APRD will work with the awarded vendor(s) to develop advertisement or sponsorship plans to suit the needs of the Parks and Recreation Department.

#### 3.2. Solicit Competitive Proposals from Corporate Vendors:

- Analyze the City's physical assets with the assistance of Arlington Parks Department staff, including facilities

and land, annual publications, and other related program/patron marketing materials. Evaluate all assets to identify the optimum method and value to present assets to prospective corporate vendors interested in developing advertising agreements.

- Conduct research on national and Arlington-based businesses to identify potential partners and to prioritize marketing outreach efforts based on the likelihood of achieving successful partnerships.
- Develop a list of proposed private sector businesses to target with identified opportunities. The Respondent should consider current partnerships and local businesses in developing this list.

*During this process, the City shall have the absolute right to reject any potential business partner or reject or restructure any proposed marketing device, medium, or placement. No sponsorship or donation shall be inconsistent with the Vision and Mission of the City of Arlington or contain any reference to or depiction of any of the following:*

- **Any sexually oriented anatomical area.**
- **Any obscene acts, gestures or words.**
- **Any sale or use of illegal drugs or paraphernalia.**
- **Any illegal act.**
- **Alcohol or tobacco (excluding alcohol advertisements at the golf courses)**

### **3.3. Effectively Negotiate Favorable Terms of Business on Behalf of Parks and Recreation Department:**

- Provide insight and considerations for negotiating with recommended entities. The city will rely on the expertise and previous experience of the selected vendor to act as lead negotiator with corporate vendors.
- Encourage high bid submission from corporate vendors by effectively presenting visitation data, number of impressions for key locations, and other quantitative and qualitative information about the Parks and Recreation Department.
- For some potential partnership arrangements, there may be opportunities to have several companies compete. For these situations, the selected Respondent will negotiate the most advantageous opportunity for the City.

### **3.4. Ongoing Partnership Management:**

- Provide ongoing support for relations between the City and corporate vendors acting as continual negotiator and point of contact on behalf of the City.
- Proactively identify additional opportunities for corporate sponsorship and advertisements from vendors.

### **3.5. Provide Routine reports to Parks and Recreation Staff:**

- The contact schedule for upcoming time period as well as results from previous time period between reports.
- Provide any update on data demonstrating the value of departmental assets and programming to potential clients.

### **3.6. Performance Measures:**

- Facility sponsorships
  - Desire 2-4 site sponsorships at each athletic facility.
  - Weekly electronic department newsletter
    - Desire of 4-6 advertisements per issue
  - Naturally Funtimes Magazine
    - Desire 6-8 pages of advertisements per issue

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- Golf Courses Scorecard
  - Desire 1-2 advertisements in total annually
- Driving range balls
  - Could be split between multiple advertisers
- Sponsorship of applicable parks programs and events
  - Expectation will vary between multiple events. A plan will be developed to set attainable goals
- Revenue Generated
  - Total revenue generated through sponsorship and marketing agreements
- Other areas as identified during the campaign process
  - To be determined

## SECTION 4 FORMAT AND CONTENT OF OFFER

### 4.0 Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of the City that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. The respondent should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

One (1) clearly marked original and one (1) bound exact copy and an additional complete copy in electronic format, e.g. memory stick containing the submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

Extra marketing or other information is not required and shall not be included. The proposal should be submitted with spiral binding or other non-cumbersome way. **Do not** submit proposals in three ring binders. A letter on a transmittal page must be included and signed in original ink by an authorized person of the submitting company.

The response to this RFP shall be no longer than 100 single-sided printed pages. Page size shall be 8.5 x 11 inches (11 x 17-inch pages may be utilized for graphical representations, but each will be counted as two pages). Font size shall be no less than 11 pt. Tabs and dividers are excluded from the page count.

### 4.1 Format/Proposal Contents

The following information shall be provided in the order detailed:

**Title Page** - List the RFP title, the name of the Proposer, managing office address, telephone number, name of contact person and date.

**Table of Contents** - Include a clear identification of the material included in the proposal by page number.

#### Required Forms

Include in this section the completed and properly executed standard forms required by this procurement. These include:

- Request for Proposal Form (Cover Page of RFP)
- Firm's Questionnaire
- Certification of Independence and No Conflict of Interest
- MWBE Participation Form, if applicable
- Data Intake Form

#### Letter of Transmittal

Limit response to two (2) pages. The response will clearly state the identity and address of the respondent. Additionally, the letter must contain a statement that the respondent understands the requirements of this RFP and is committed to provide all services and features contained in the respondent's proposal. If the respondent is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.

### 4.2 Project Management

- Resumes of all key (management) personnel who will be assigned to the project. (Limit to one (1) page maximum per resume.)
  - Include a statement of each member's experience.
  - Identify the primary function(s) of this person in terms of providing services under this contract.
  - Will this person be assigned to work under this contract exclusively? .

- If this person will not be assigned to this contract exclusively, indicate the percentage of time this person will be assigned to this contract: \_\_\_\_\_%
- The response should identify any sub-contractor firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:
  - Company history
  - Qualifications and experience
  - Proposed staffing for this project
  - Alliance relationship and length of relationship
  - Clients where you have done work together and descriptions of the specific projects
  - Proposed staffing for this project
- The contractor must include a statement certifying that the sub-contractor firm(s) does not have prior or ongoing engagements that would constitute a conflict of interest. All sub-contractor firms must provide proof of insurance as specified in this RFP.
- The response should describe the company's approach to ensure the quality of work performed.

**4.3 Communication Plan** - The Vendor must facilitate and ensure thorough communication between all project participants throughout all phases of the effort. Please provide a description of how your company has provided this type of service in the past, including successes, failures and lessons learned.

**4.4 BUSINESS AND FINANCIAL REFERENCES (3 of each).** Include point of contact, phone and email address, contract duration.

#### **4.5 EXPERIENCE AND QUALIFICATIONS**

The PROPOSER shall provide sufficient documentation, including resumes as appropriate, to show that PROPOSER and their proposed staff are sufficiently experienced and qualified to provide the services required under this RFP. Evaluation of the proposing firm and its management staff's experience will be based on a record involving in providing marketing and broker services for municipalities.

PROPOSER's should detail their firms experience in Marketing Services in similar media and provide specific information on the types of media used and how it was done, as well as any other pertinent information the PROPOSER feels will aid in the evaluation of the PROPOSER. Include evidence of time in business providing Marketing Services.

Please include Evidence of PROPOSER's Fiscal Solvency including **verifiable** materials which could include last two (2) years Tax Returns, Bank References, etc. Must also include disclosure and details of any pending Lawsuits PROPOSER is involved with.

#### **4.6 OPERATIONS PLAN**

Each PROPOSER shall submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing marketing and broker sales services for the City of Arlington Parks and Recreation Department. The plan should include innovative customer service and service delivery practices and their costs which PROPOSER envisions will improve the service to APRD participants. This plan should also set forth any auxiliary services that PROPOSER recommends be offered to customers in addition to those services required in this RFP. The plan may include other information the PROPOSER considers pertinent to their proposal such as Marketing Plan & Implementation Plan.

PROPOSER's should include their work history, potential contacts, labor rates and other client service rates in this section.

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#### **4.7 SUB CONTRACTOR PLAN**

PROPOSER should identify any sub-contractors that PROPOSER intends to use in the performance of its duties under the non-exclusive preferred provider agreement and PROPOSER's Policy on Use of Certified Minority-Owned Subcontractors.

#### **4.8 BILLING SCHEDULE**

Payments shall be made in accordance with the Texas Prompt Payment Act. All payments will be tied to the completion and City of Arlington acceptance of agreed upon deliverables.

#### **4.9 FINANCIAL STATEMENTS**

In order to be considered for award, the respondent must demonstrate business and financial stability to the City. Therefore, the respondent must provide a minimum of **one** of the following in support of the financial stability of the firm:

- A statement regarding the firm's financial stability including information as to any current or prior bankruptcy proceedings.
- A Dun & Bradstreet (D&B) Supplier Evaluation Report (SER), or similar type report, delivered to the City of Arlington Purchasing Division. All costs associated with this report shall be borne by the Respondent.
- A copy of a certified financial statement for each of the last three years prepared by an independent certified public accounting firm or Federal Tax Return for previous years.

#### **4.10 RISKS**

Provide a list of project risks and specify the method of controlling, mitigating, and/or eliminating these risks. Specify which project risks are identified as beyond your control and a plan to minimize these risks.

#### **4.11 CUSTOMER SATISFACTION RATING**

Provide information regarding your customer satisfaction rating for the past **two calendar years**. Independent sources must be used.

#### **4.12 REVENUE/COMMISSION**

Provide your normal compensation package for the services requested.

#### **4.13 ANALYSIS CONSULTING**

Please provide examples of market analysis you have performed for other clients as it relates to the analysis and valuation of their assets both physical and digital.

#### **4.13 OTHER INFORMATION**

Since the preceding sections are to contain only the data that is specifically requested, any additional information that is considered essential to the proposal should be included in this section. If there is not additional information to present, state "There is no additional information we wish to present."

Proposals that fail to meet the format guidelines may be considered non-responsive and disallowed from further consideration.

*Proposals that fail to meet the format guidelines may be considered non-responsive and disallowed from further consideration.*

## **SECTION 5 EVALUATION**

### **5.0 Introduction**

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the City. Discussions may be conducted with respondents determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Arlington to contract for the proposed project. The City will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. The City of Arlington shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations. Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

The City will evaluate and score each of the proposal submittals received from responsive respondents based on established criteria. The Committee reserves the right to hear presentations if so desired. Only the top ranked respondents will proceed to the Negotiation Phase. No order of preference is required during this phase.

### **5.1 Evaluation Criteria**

An evaluation committee will assess the information provided by vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal. **Proposals will be evaluated on a matrix of the following criteria/weights:**

<b>Maximum Possible Points</b>	<b>Evaluation Criteria</b>
15	Work Experiences/ References
40	Operational/Marketing Plan
20	Cost/Commission Rate
25	Consulting/Analysis Services

### **5.2 Other Considerations**

The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including Proposer's past working or business relationship with the City, if any.

The City will also consider the impact on the ability of the City to comply with rules, policies, and practices relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities. The City further reserves the right to consider a Firm's background, personnel, experience, financial and other references, exceptions to this RFP or subsequent contract, and any working relationships, past or present, a proposer may have with its other clients.

## SECTION 6 CONTRACT TERMS AND CONDITIONS

### 6.0 Contract Terms and Conditions

The contract that the City expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Vendor and this solicitation. The contract between the City and the successful Vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the City.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP.

By submitting a proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the City, in its sole discretion, resulting in possible disqualification of the proposal. The City reserves the right to either award a contract without further negotiation with the successful Vendor or to negotiate contract terms with the selected Vendor if the best interests of the City would be served.

#### 6.1 Contract Period

The term of the contract will be for two (2) years with two (2) additional two (2) year renewal options. This contract may be terminated, with just cause, in writing, with a sixty (90) day written notification.

#### 6.2 Scope of Services

- a. The services to be performed pursuant to and as a result of this Contract by the Vendor are described in Project Description/Scope Section 3 and made a part hereof by this reference.
- b. **Amendments to Scope of Services and Specifications:** The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties.

#### 6.3 Care of Property

The Vendor shall be responsible for the proper custody and care of any the City of Arlington owned tangible personal property furnished for the Vendor's use in connection with the performance of the Contract, and the Vendor will reimburse the City for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

## INSURANCE REQUIREMENTS

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or a Texas Department of Insurance-approved form at time of request. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. The City reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to start of any work.

1. **Commercial General Liability:** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by endorsement.
2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, including hired and non-owned vehicles.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers' Liability policy limits of \$1,000,000.00 for each accident, \$1,000,000.00 policy limit – disease, \$1,000,000.00 each employee - disease.
4. **Umbrella or Excess Liability:** \$2,000,000.00 per occurrence and aggregate.
5. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the performance of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Contractor shall maintain this policy for a period of two (2) years after the completion of the project or shall purchase extended reporting period or "tail" coverage insurance.
6. **Cyber Risk Liability (Network Security/Privacy Liability or Technology Liability)** Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:  
  
\$1,000,000.00 per occurrence or claim  
\$2,000,000.00 aggregate

Coverage may be written as a stand-alone policy or included as part of the General Liability policy. If Cyber Risk is included on the General Liability policy, the minimum policy limits required are \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. If coverage is written on a claim made basis, the contractor must maintain this policy for a period of two (2) years after completion of services, or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

## Other Insurance Provisions

1. *The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies.* These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by the City.
2. *All policies except professional liability shall be endorsed with a waiver of subrogation in favor of the City, including its officials, employees and volunteers for losses arising from the activities under this contract.*

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
4. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
5. Certificates of Insurance and Endorsements affecting coverage required by this clause shall be forwarded to:

Financial Services/Purchasing Division (No.: 19-0083)  
 Mail Stop 63-0810  
 City of Arlington  
 P. O. Box 90231  
 Arlington, Texas 76004-3231

6. Subcontractors and Independent Contractors

- a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83 or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c. **Persons providing services on the project** - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
- d. Every contractor, subcontractor and independent contractor providing services under this agreement or otherwise performing on the project must comply with the minimum insurance requirements stated herein.
- e. The contractor must obtain a certificate of coverage from each subcontractor and/or independent contractor prior to beginning work on the contract.
- f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, obtain a new certificate of coverage showing that coverage has been extended.
- g. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees, subcontractors and independent contractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.  
 All required notices shall be posted on each project site in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- h. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

7. Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
8. Companies issuing the insurance policies and contractor shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
9. Approval, disapproval or failure to act by CITY regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
10. Liability policies required herein may be written with either an "occurrence" or "claims made" coverage trigger. If coverage is written on a "claims made" basis, contractor must maintain the policy for a period of two (2) years after completion of services, or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

## BID AND PROPOSAL PROTEST PROCEDURES

1. Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a protest. Only written protests may be considered. The protest may not be in regard to specific evaluation criteria or weights.

2. The protest must be in writing and delivered to the Purchasing Manager of the City of Arlington. The protest may be delivered in person to the department offices located at **101 S. Mesquite St, Suite 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

City of Arlington Financial Services/Purchasing Division  
Purchasing Manager  
P.O. Box 90231  
Mail Stop 63-0810  
Arlington, Texas 76004-3231

3. The Purchasing Division must receive the written protest **within five (5) business days** posting of the City staff's award recommendation being submitted to the City Council for approval.

4. The written protest must include the following information before it may be considered by the city:

- (a) name, mailing address, and business phone number of the protesting party;
- (b) identification of the bid or proposal being protested;
- (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
- (d) **Citation detailing the exact statute of law that is believed to have been violated;**
- (e) any documentation or other evidence supporting the protest.

5. All applicable documentation and other information applying to the protest must be submitted to the Purchasing Manager at the time of protest.

6. The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the City Manager or designee.

7. If the Purchasing Division is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the City Manager or designee.

8. A request for the City Manager's review must be in writing and received by the Purchasing Division **within three (3) business days** from the date the Purchasing Division notifies the protesting party that the protest cannot be resolved. The request for City Manager review must be delivered in person to the Purchasing Division at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

9. If a protesting party fails or refuses to request a review by the City Manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.

## STANDARD TERMS AND CONDITIONS

- 1. APPLICABLE LAW/VENUE** - This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.
- 2. INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
- 3. ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
- 4. CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
- 5. SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- 7. REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- 8. TARGET ARLINGTON** – In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.
- 9. M/WBE** – As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
- 10. PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
- 11. TAXES** - The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

**12. FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

**13. F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

**14. CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

**15. PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."

**16. TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

**17. FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

**18. RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

**19. RIGHT TO AUDIT** - Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

**20. PRICE WARRANTY** - The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

**21. WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

**22. SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with **Section B5** of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

**23. SOFTWARE LICENSE TO SELLER** – If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

**24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY** - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

**25. OWNERSHIP OF WORK PRODUCT** – Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

**26. NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

**27. RECYCLE MATERIALS** Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

**28. USE OF ARLINGTON, TEXAS LANDFILL** - All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

**29. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS** Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

**30. SAMPLES** - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

**31. SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**32. INDEMNIFICATION** -Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

**33. NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

**34. IMMIGRATION NATIONALITY ACT** – The City of Arlington actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

**35. DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

**36. TERMINATION FOR DEFAULT** - The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

**37. TERMINATION WITHOUT CAUSE** - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**38. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4:** The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**39. PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE**, the Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

**40. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

**41. NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

**42. THE AGREEMENT** - In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

**43. HEADINGS** – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

*Revised September 7, 2017*

**ATTACHMENT 1**  
**PROPOSING FIRM'S QUESTIONNAIRE**

1. Proposing Firm Corporate Name
2. Type of organization (corporation, joint venture, partnership, individual).
3. History – Year established.
4. State the length of time you have been in that business under your present name.
5. Size in terms of annual revenue, number of employees and number of clients.
6. Describe the nature of your current business, business philosophy regarding operations and client relationships.
7. A brief description of the company, other lines of business that the company is directly or indirectly affiliated with, and a list of related companies.
8. Have you ever failed to complete any contract awarded to you? If so, where and why?
9. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, and the reason.
10. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? If so, state name of individual, other organization, and the reason.
11. Information on the circumstances and status of any disciplinary action taken or pending against the firm, or its officers, during the past three (3) years with any regulatory bodies or professional organizations.
12. With what individuals or entities has the supervising principal been associated with, as partner or otherwise, during the last seven (7) years? Attach additional sheets as necessary.
13. List any bankruptcy proceedings in the last seven (7) years recorded by Proposing firm, Parent Corporation, or any affiliate or related company.
14. The firm shall also disclose any anticipated mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal.
15. Will subcontractors be used if you are selected to provide services to the City?
  - a. If yes, provide name, address and telephone number of all subcontractors to be used.
  - b. If yes, will you provide full and complete disclosure of all compensation to be paid to subcontractor?
16. Customer Service:
  - a. How will your services meet the needs of the Department's customers and/or the public?
  - b. In the event of a routine problem, who is to be contacted within your organization?
  - c. In the event of the identification of a problem by the Department, describe how you will address such problems and the timeframe for addressing them.

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Signature

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Name and Title

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Company Name

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Date

**ATTACHMENT 2**  
**CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submitting a proposal in response to the City of Arlington's **Request for Proposal 19-0083** the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
4. No attempt has been made or will be made by the undersigned to induce any other Vendor to submit or not to submit a proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The respondent's proposal is based solely on its own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to vendors during the procurement process by the purchasing agent.
7. The respondent acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing agent.
8. **The respondent** shall guarantee in writing the availability of the services offered and that all proposal terms, including cost, will remain firm a minimum of **180** days following the deadline for submitting proposals.

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Signature

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Name and Title

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Company Name

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Date

**ATTACHMENT 3**  
**REFERENCES FORM**

Work by Vendor and Staff assigned to this project which best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

a. <u>Project Name &amp; Location</u>		c. <u>Project Owners Name &amp; Address</u>	
b. <u>Completion Date (Actual or Estimated)</u>			
d. <u>Estimated Cost \$</u>		e. <u>Project Owner's Contact Person, Title, &amp; Telephone Number</u>	
Entire Project Final Cost \$	Work for Which Firm Was/Is Responsible %	Email _____	
f. <u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)			
g. <u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)			
h. <u>Firm's Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the City's Project</u>			

**ATTACHMENT 4**  
**APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION**

This “APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION” does not mean that the City of Arlington is limiting responses to their competitive bids to only those businesses located within the city limits. All bids are welcome.

Bidders who wish to request a LOCAL PREFERENCE must have their principal place of business located within the City of Arlington, city limits.

If your principal place of business is within the Arlington city limits and you wish to apply for local preference consideration, then you must meet the minimum requirements below for each bid:

- a)** Provide a Tax Certificate from the Tarrant County Tax Assessor showing the current status of taxes, penalties, interest, and any known costs due on a property; and
- b)** Submit the completed application on the following page.

Local Preference may be considered in the following instances:

- A. In purchasing any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with the bidder whose principal place of business is in the local government. (Local Government Code 271.905)
- B. In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases of less than \$500,000 with the bidder whose principal place of business is in the municipality. This section does not apply to the purchase of telecommunications services or information services, as defined by 47 U.S.C. Section 153. (Local Government Code 271.9051)

**The City of Arlington reserves the right to award to the lowest bidder or reject all bids.**

The full text of the Local Government Code related to Purchasing and Contracting Authority of Municipalities, Counties, and certain other Governments is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm#271>.

Detailed information related to local bidders is found in Section §271.905 and §271.9051 “CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS.”



## Attachment 5

### **MWBE Subcontracting Plan**

#### Local & Minority/Woman-Owned Business Enterprise Policy

The City of Arlington has adopted a Local & Minority/Woman-Owned Business Enterprise (MWBE) Policy through City Council Resolution # 13-300 on December 3, 2013. The Policy's purpose is to promote full and equal business participation for Local and MWBE companies as prime and subcontractors. In an effort to show good faith effort in utilizing Local and MWBE subcontractors, the City requests the following information:

- A. MWBE Subcontracting Plan – please identify areas for subtracting opportunities and percentage of work to be performed by Local and/or MWBE firm (company name is not required). This information is for administrative purposes only and will not be used in determining the most qualified respondent. Reference the MWBE Subcontracting Plan form (Attachment --).
- B. The awarded provider should submit a MWBE Subcontracting Plan and Prime/Subcontractor List within fifteen (15) calendar days after Notice of Intent to Award Receipt.

For information about the City's Local & MWBE Policy, we have included a link to access the document (<http://www.arlington-tx.gov/finance/purchasing/bidding-procurement/>).

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_ Date: \_\_\_\_\_

#### LEGEND

MWBE = Minority/Women Business Enterprise

\* Answer with "YES" or "NO"

Prime Consultant	*Arlington Firm (Yes/No)	*MWBE (Yes/No)

#### LIST ALL SUBCONTRACTING OPPORTUNITIES (use additional sheets if necessary):

Description of Work Type	*Potential Arlington and/or MWBE Firm Participation (Yes/No)	Anticipated Percentage (%) of Work

Please complete this form and include with proposal, as an attachment.

Upon formal award of said project, the proposer will submit a Prime & Subs Report identifying the Local and/or MWBE subcontractor(s) that will perform the listed work. By signing below, the recommended proposer shall agree to meet their Local and/or MWBE goal based on the information provided on this document.

Name of Company's Main Contact Person \_\_\_\_\_

Signature of Main Contact Person \_\_\_\_\_

**Attachment 6**

**DATA INTAKE FORM**

**COOPERATIVE PURCHASING FORM**

If you, the Vendor/Contractor check "yes" to the statement below, the following will apply:

*Government entities utilizing Inter-Governmental Contracts with the City of Arlington, Texas, will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Arlington will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Arlington will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/service as needed.*

Should other Government Entities decide to participate in this contract, would you, the Vendor/Contractor, agree that all terms, conditions, specifications, and pricing would apply? Yes \_\_\_\_\_ No \_\_\_\_\_

**FOR MINORITY AND/OR WOMAN OWNED**

**BUSINESS ENTERPRISES**

**(To be completed only if applicable)**

Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, Texas, this form, along with a copy of your certification, must be returned to the City of Arlington Purchasing Division. You should return these documents with this response, unless you have previously submitted this information within the past 36 months.

**INDICATE ALL THAT APPLY:** \_\_\_\_\_ *Minority Owned Business Enterprise* \_\_\_\_\_ *Woman Owned Business Enterprise*

**MINORITY STATUS:** Has this firm been certified as a minority, women or disadvantaged business enterprise by any governmental agency? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, please specify government agency)

***The above information is for information only. The City of Arlington encourages minority business participation; however no preferences shall be given.***

**PROCUREMENT OPPORTUNITY**

How were you notified of this procurement opportunity:

_____ City of Arlington Procurement Portal	_____ Bid Notification Service
_____ Fort Worth Star Telegram	_____ City Website
_____ City of Arlington employee (other than Purchasing)	_____ Chamber of Commerce
_____ City's Television Station	_____ Other: _____

**NO BID SHEET**

If your firm has chosen not to submit a bid for this procurement. ***Please check item(s) that apply:***

_____ Do not sell the item(s) required	_____ Insufficient time to respond
_____ Unable meet the Specifications	_____ Specifications are unclear/ambiguous
_____ Unable to be competitive	_____ Unable to provide Bonding
_____ Cannot provide Insurance	_____ Job too large
_____ Unable to comply with Indemnification	_____ Job too small
_____ Do not wish to do business with the City	_____ Other reason: _____