



INVITATION TO BID

BID NUMBER: 19-0137

BID FOR: Annual Requirements Contract for Tree Trimming Services

BID CLOSING DATE: July 25, 2019

BID CLOSING TIME: 2:00 p.m.

CONTACT: Blake Williams
Purchasing Agent
E-mail: Blake.Williams@arlingtontx.gov
Telephone: 817-459-6304

PRE-BID MEETING: July 11, 2019 101 S Mesquite Street, 8th Floor, Arlington Texas, 76010 at **2:30pm**

1. Sealed bids **one (1) original, one (1) copy, plus one (1) USB**, subject to the Terms and Conditions of this INVITATION FOR BIDS and other contract provisions, will be received in the **Purchasing Division, Business Office, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**, before the closing time and date shown above.
2. **Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Arlington and have the bid number, closing 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 to <https://arlington-tx.ionwave.net/Login.aspx> and Demandstar by Onvia at: 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 bids will be returned to the bidder unopened.
5. Bids may be withdrawn at any time prior to the official opening.
6. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Manager.

The undersigned agrees if the bid 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 **90** 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	
	Authorized Person's Signature and Date:
Federal Tax ID No.	Print or type name and title of signer:
DUNS No.	Telephone:
Email:	

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BID PRICE SCHEDULE FOR 19-0137

Bids must be submitted on the form furnished by the City and in accordance with the specifications by the estimated quantities listed below. Estimated quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE	
1	Tree Removal per D.B.H	2,000	Inch	\$ _____	\$ _____
2	Tree Felling per D.B.H (Debris left on site)	100	Inch	\$ _____	\$ _____
3	Stump Removal per D.B.H	1,600	Inch	\$ _____	\$ _____
4	Emergency Tree Removal per D.B.H.	200	Hr.	\$ _____	\$ _____
5	3-Person Manual Crew for Pruning per hour	1,200	Hr.	\$ _____	\$ _____
6	4-Person Aerial Crew for Pruning per hour	600	Inch	\$ _____	\$ _____
7	Chipper	1,800	Hr.	\$ _____	\$ _____
8	Clamp Truck	100	Hr.	\$ _____	\$ _____
9	Tub Grinder	100	Hr.	\$ _____	\$ _____
10	*Forestry Mulcher and Operator per hour	200	Hr.	\$ _____	\$ _____
GRAND TOTAL					

In accordance with the terms, conditions, and scope of goods or services set forth herein, the Bidder hereby submits the aforementioned prices listed.

Company Name:		Signature:	
Above Prices are F.O.B. DELIVERED		Terms: NET 30	Pricing: FIRM

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
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 prior to submitting your bid to ensure that you have received addendums.

SECTION A

INSTRUCTION TO BIDDERS

- A1. BID DOCUMENTS:** Arlington's Website 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 (fees apply and will vary) at:

- Arlington's Procurement Portal is located at <https://arlington-tx.ionwave.net>
- Onvia Demand Star located at 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**,

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be with all response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the Bidders Response form. Bidders must use complete bid information for accuracy when preparing bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

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

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 Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington. In the event this Bid 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 documents received from those other sources. Bid forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

- A2. Preparation of Bid:** Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly notify the Purchasing Manager or designee as *specified in Section D, Special Conditions*. The submission must be in the form of a written request for interpretation or correction thereof. The bidder submitting the request will be responsible for its prompt delivery, and any necessary follow up.

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

- A3. 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 cover page 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 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 BID/RFP/RFQ or submittals from the time the BID/RFP/RFQ 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 BID/RFP/RFQ 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 bid/proposal.

A4. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Bidder, the Bidder is responsible for indicating each deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

A5. Explanation of Bid Language:

- 1) It is the intent and purpose of the City of Arlington that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Manager, at the address or email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Manager or designee as *specified in Section D, Special Conditions*.
- 2) Any explanation, clarification, questions, or interpretation desired by a Bidder relating to any part of this solicitation must be requested in writing to the Purchasing Division not less than five (5) business days before bid closing. Request for explanations or clarifications may be emailed to purch@arlingtontx.gov. The request must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one (1) Bidder concerning a solicitation will be furnished to all Bidders in the form of an addendum.

Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.

- 3) **Reservations:** The City expressly reserves the right to:
 - (a) Specify approximate quantities in the bid;
 - (b) Extend the bid opening date and time;
 - (c) Add additional terms or modify existing terms in the bid pursuant to Section D, herein.

A6. Addenda:

- 1) Any interpretations, clarifications, and changes made will be in the form of written addenda issued by the Purchasing Division.
- 2) Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction.
- 3) It is the bidder's responsibility to obtain, review, sign and return any and all addenda. Receipt of Addenda must be acknowledged by signing and returning Addenda with the bid, or under separate cover prior to the due date.
- 4) Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time.
- 5) Addenda are available through the City's Procurement Portal, Demand Star, and in the main Purchasing office. It is the responsibility of the Bidder to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their bid. The City will not consider any request to re-open a bid as a result of failure by Bidder to secure addenda in accordance with this bid.
- 6) Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

A7. Bid Compliance:

- 1) All items contained in the bid must be in total compliance with the specifications in this solicitation.
- 2) If Bidder is bidding only a portion of the goods or services, please state "No Bid" on the coordinating line item.
- 3) Alternate bids must be submitted under separate cover, unless stated in Section D, Special Provisions.
- 4) Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive.
- 5) Any attempt to alter the wording in the bid may result in rejection of the bid.
- 6) Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.
- 7) Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the City of Arlington. Furthermore, all Bidders must disclose the name of any City of Arlington officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the bid for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this bid.

A8. Prices: Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, material, equipment, tools, license, FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as accurate.

A9. Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid 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.

A10. Delivery Time: Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

A11. Signature: The bidder must sign each document in the bid requiring a signature. If addenda are issued, the bidder must execute as an acknowledgement of addenda by signing and returning it at time of bid submittal.

The bidder must initial any physical change(s) made to the solicitation document. Bidder's failure to sign required documents may result in the disqualification of the bid.

A12. Compliance with laws: The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. 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 Bidder 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, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

The Bidder shall maintain all required licenses, certifications, etc. throughout the term of the bid specification. Upon request, the Bidder must furnish the City with satisfactory proof of its compliance.

UNAUTHORIZED WORKERS The City will not intentionally award publicly-funded contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")], and as amended. The City shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

A13. Bid Submittal: as *specified in Section D, Special Conditions*, all bids must be submitted in a sealed envelope, plainly marked on the outside with the following information:

Bidder's Name	
Address	
City, State, Zip	
Telephone Number	
	City of Arlington
	Purchasing Division Business Office, 8th Floor
	101 S. Mesquite St.
	Arlington, Texas 76010
Bid Number:	19-0137
Bid Due Date and Time:	July 25, 2019 at 2:00pm
Bid Name:	<u>Annual Requirements Contract for Tree Trimming Services</u>

Procurement Submittals which require more than one sealed envelope or box, must clearly identify it as such. Example: Package 1 of 2, Package 2 of 2; or Package 1 / 2, 2/2...

Any literature or other material submitted with the bid documents by Bidder will not supersede any of the City's terms and conditions.

Bidders are instructed to retain all pages of the solicitation which DO NOT require a signature and shall be kept as reference and informative material (i.e., Terms and Conditions, Instructions to Bidders, or Specifications, etc.) to successfully complete the bid if awarded.

Bid Submittal Costs: The cost of submitting this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City.

A14. Receipt of Bids: Bids must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Purchasing Office is the official time of record.

Vendors must allow sufficient time for processing through the City's internal mailroom system to ensure the bid 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 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.

The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other forms of delivery service chosen by the Bidder; and the bidder bears all financial obligations to Bid document submittal.

NOTE: The Municipal Court is located within the City Tower with one entrance into the building. Bidders will be required to enter through the North Entrance and pass through security via metal detector; in addition, all packages will be scanned through x-ray which could result in a lengthy process. The Bid response must arrive on the 8th floor of 101 S. Mesquite St. Arlington, Texas and time stamped no later than 2:00 p.m., in order to be considered for award.

A15. Modifications, Withdrawal of Bid, or No Bid

Modification of Bids:

- 1) Bids may be modified in writing at any time prior to the due date and time.
- 2) Modifications should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time.
- 3) The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.
- 4) No additional or modified Terms and Conditions included with the bid response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the bidder's authorized signature, affixed to the bid, attests to this.

Withdrawal of Bids:

- 1) Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening bids per the following instructions:
 - (a) Bidders may withdraw their bids in writing via email or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date.
 - (b) Bidder may also withdraw bids in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal, and the City may require proof of agency from person withdrawing bid.
 - (c) Withdrawn bids may be resubmitted, with or without modifications, up to the due date.

No Bids:

- 1) If Bidder chooses not to bid on the solicitation as a whole, please complete, the Intake Form, Attachment 3, Section "No Bid" and either mail or email to the Purchaser of Record.

A16. Opening of Bids: The Purchasing Division representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time, in accordance with solicitation type.

A17. 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 bidder does not desire proprietary information in the bid to be publicly 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 public 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.

A18. 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.

A19. Supplier Code of Ethics: The City of Arlington, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars.

To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier shall not:

- 1) Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition.
- 2) Disclose pricing or quotes in submitted bids or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for bids or proposals.
- 3) Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or proposal.
- 4) Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions.
- 5) Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier shall:

- 1) Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest as defined paragraph A7.g, herein.
- 2) Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed.

Violation of any provision of this Supplier's Code of Ethics, may render the Supplier non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law.

SECTION B

STANDARD TERMS AND CONDITIONS

- B1. 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.
- B2. 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.
- B3. 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.
- B4. 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.
- B5. 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.
- B6. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- B7. 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.
- B8. 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.
- B9. 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.
- B10. 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.
- B11. 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.

B12. 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.

B13. 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.

B14. 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.

B15. 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."

B16. 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.

B17. 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.

B18. 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.

B19. 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.

B20. 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.

B21. 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.

B22. 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.

B23. 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.

B24. 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.

B25. 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.

B26. 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.

B27. 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.

B28. 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.

B29. 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.

B30. 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.**

B31. 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.

B32. 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.

B33. 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.

B34. 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.

B35. 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.**

B36. 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.

B37. 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.

B38. 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.

B39. 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.

B40. 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.

B41. 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.

B42. 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.

B43. 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

SECTION C

EVALUATION FOR AWARD, OR REJECTION OF BIDS

C1. EVALUATION

The City reserves the right to accept or reject, in part or in whole, any bid submitted, and to waive any technicalities in the best interest of the City. The City reserves the right to award in whole to a sole Bidders, split the award between multiple Bidders, or may choose not to award some or all items, depending on the best interest of the City.

The Bidder may furnish pricing for all or a portion of the bid, unless otherwise specified herein. Bids that specify an "all or none" award may be considered if a single award is advantageous.

C2. POST QUALIFICATION

Criteria must be presented at time of Bid's submission to be considered for award. Review criteria includes, but is not limited to:

- 1) Bidder's following Instructions to Bidders, Section A;
- 2) Submitting only the documentation required as specified in Section D, and in its entirety;
- 3) Review the Experience of Bidder Form (Attachment 1);
 - (a) Bidder must submit the minimum number of specified references within the specified number of year who can substantiate the Bidder meets the minimum qualifications, experience, knowledge, skills, and capability of requirements to successfully complete similar services;
 - (b) References shall illustrate Bidder has provided the services as outlined in the specification for size, time, and responsibility;
 - (c) Any negative verification, failure to verify, or other public information may render bid non-awardable.
- 4) Delivery of Bid is a factor of award. Failure to perform within the delivery deadline set forth herein, or per addenda, shall deem Bid as non-responsive.

C3. PRICING

Pricing shall remain firm for 1 year of the contract period, unless otherwise stated in Section D, Special Provisions. Pricing may be reviewed per the following:

- 1) **Best Price:** An award will be made without further negotiation based upon sealed competitive bids; therefore, the Bidder's best and reasonable price should be submitted in response to the solicitation.
 - (a) Reasonable Pricing will be reviewed as part of Best Pricing. A reasonable unit price must be submitted for each line item. In the event, that any unit pricing is determined to be unreasonably too low or too high, the bid may, in whole or part, be determined non-responsive.

C4. RESERVATIONS

The City expressly reserves the right to, with or without cause, and without recourse:

- 1) Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
- 2) Waive as an informality, any minor deviations or technicalities from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

- 3) Waive any minor informality in any bid or bid procedure (a minor informality is defines as one that does not affect the competitiveness of the Bidder);
- 4) Reject a bid because of unbalance unit bid prices;
- 5) Bidder has previously failed to perform properly, or complete an on-time contract of similar nature, or whom has poor vendor performance documented as part of a public record;
- 6) To be the sole judge of references;
- 7) Reject or cancel any or all bids;
- 8) Reject any part of a bid;
- 9) Reissue a solicitation for bid; and/or
- 10) Procure any item by other means.

C5. 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.sam.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.

C6. AWARD

If awarded, the contract or contract(s) shall be based on the City's evaluation criteria and compliance with solicitation requirements.

- 1) The City of Arlington shall award the bid(s) to the Bidder(s) who meet both the required specifications, and offers the Best Pricing by the lowest responsive, responsible bidder or provides the Best Value to the City.
- 2) A responsive bidder is defined to be one who submits a completed sealed bid packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the bid specifications. A responsible bidder 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.
- 3) **Best Value:** In determining the "best value" the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:
 - (a) Purchase Price;
 - (b) Reputation of the bidder and the bidder's goods/services;
 - (c) Quality of the bidder's goods or services;
 - (d) Extent to which the goods or services meet the municipality's needs;
 - (e) Bidder's past relationship with the municipality;

- (f) 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;
- (g) Total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) Any relevant criteria specifically listed in the request for bids or proposals.

C7. POST-BID DOCUMENTS

1. Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

2. The Filing Process:

- (a) Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
- (b) Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print and sign Form 1295.
- (c) **Within ten (10) business days** from notification of pending award by the City of Arlington Purchasing Manager or designee, the completed Form 1295 **must** be submitted to the City.
- (d) Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a contract.
- (e) Instruction and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

3. Certificate(s) of Insurance: Refer to Section F.

C8. ORDER OF PRECEDENCE:

This bid specification shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order; this bid specification; and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

C9. VENDOR DEBRIEFING

Vendor debriefing is available within 30 days following award of any contract.

C10. BID GRIEVANCE PROCEDURES

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 grievance. Only written grievances may be considered. The grievance may not be in regard to specific evaluation criteria or weights.

- 1) The grievance must be in writing and delivered to the Purchasing Manager of the City of Arlington. The grievance may be delivered in person to the department offices located at **101 South Mesquite Street, Ste. 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

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

- 2) The Purchasing Division must receive the written grievance **within five (5) business days after** the posting of the City staff's award recommendation being submitted to the City Council for approval.
- 3) The written grievance must include the following information before it may be considered by the city:
 - (a) Name, mailing address, and business phone number of the aggrieved party;
 - (b) Identification of the bid or proposal to be reviewed;
 - (c) *Citation detailing the exact law that is believed to have been violated;*
 - (d) *A precise and short statement of the reason or reasons for the grievance which should provide enough factual information to enable the city to determine the basis of the grievance; and any documentation or other evidence supporting the grievance.*
- 4) All applicable documentation and other information applying to the grievance must be submitted to the Purchasing Manager at the time of grievance.
- 5) The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the grievance, including, at the Purchasing Manager's option, meeting with the aggrieved party. If the grievance is successfully resolved by mutual agreement, the Purchasing manager shall submit a copy/verification of the resolution to the City Manager or designee.
- 6) If the Purchasing Division is unable to resolve the grievance, the aggrieved party may request the grievance be reviewed and resolved by the City Manager or designee.
- 7) 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 aggrieved party that the issue(s) 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.
- 8) If the aggrieved party fails or refuses to request a review by the City Manager within the three (3) days, the grievance is deemed finalized and no further review by the city is required.

SECTION D

SPECIAL CONDITIONS

D1. PROCUREMENT SCHEDULE

PROCUREMENT Schedule	
Release Date	June 19, 2019
Pre-Bid Meeting	July 11, 2019 @ 2:30pm
Last day Questions are Due	July 12, 2019 @ 2:00pm
Release of Addendum 1 (if necessary)	July 19, 2019
Bids Due	July 25, 2019 @ 2:00pm
Evaluations	August 2019
Notice of Award	September 2019

PRE-BID CONFERENCE:

Non-Mandatory Pre-Bid meeting will be held for this solicitation.

The City will hold a Pre-Bid meeting **July 11, 2019**, starting promptly at **2:30pm** at **101 S Mesquite Street, 8th Floor, Arlington, Texas 76010**. Potential bidders should bring **a copy of this solicitation** with them to the Pre-Bid Conference. **It is the bidder’s responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by addendum. Verbal responses will not otherwise alter the specifications, terms and conditions as stated.** Bidders will be allowed to ask questions and obtain information on important aspects of this solicitation.

The purpose of the Pre-Bid Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a bid shall constitute an acknowledgement by the bidder that it has thoroughly examined and is familiar with the requirements of this solicitation package.

The failure or neglect of a bidder to examine the solicitation package shall in no way relieve the bidder of any obligation with respect to its bid or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this solicitation package or the resultant contract.

Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such vendor who submits a bid and does not attend the scheduled pre- bid conference waives any right to assert claims due to undiscovered conditions.

Although the City may provide tentative responses to questions at the conference, responses are not are only official when they are posted as an addendum to the official bid websites identified as the City’s Procurement Portal [Website](#) and [Onvia Demand Star](#) .

D2. METHOD OF AWARD – BEST VALUE RANKING APPROACH

The City of Arlington intends to award a contract to the vendor who provides goods or services at the best value for the City of Arlington. In determining the best value for the City of Arlington, the City will consider price, operational plan, and relevant experience/references to the extent to which the goods or services conform to the specifications.

Measurable criteria are used to determine the best value ranking. The evaluation committee will evaluate the information provided by the vendor(s) in response to the established measurable weighted criteria contained in the solicitation. The combined score of all evaluators for each vendor is the score to be used to determine the ranking for the vendor. Award will be made to the vendor with the highest ranking.

MEASURABLE CRITERIA

Price	30 points
Operational Plan	40 points
Experience/References	30 points

Each vendor is responsible for submitting all relevant, factual, and correct information with their bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

1. Price (30 points) The bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing his price into the next lowest price and multiplying that percentage by the available points, for example, assume \$50,000 is the low offer, then that bidder would receive 30 points ($\$50,000/\$50,000=1.00 \times 30=30$). Assume \$55,000 is the next low offer, then that bidder would receive 26.4 points ($\$50,000/\$55,000=0.91 \times 30=26.4$), etc.

2. Operational Plan (40 points) The bidder's point value will be based on their measured score. Evaluation of the operational plan shall be based on submittals regarding the following information:

- Project Scenarios
- Emergency activation and contingency plans
- Equipment to perform Contract requirements (including year, make and model)
- Number of employees to perform Contract requirements and qualifications
- Experience with contracts similar in size and scope

Any proposal without an operational plan will be considered non-responsive.

3. Experiences/References (30 points) The maximum point value will be given to the bidder with the highest rated customer satisfaction and past performance with the City and/or Bidder is to submit for review. The bidder's point value will be based on their measured score for a total of ten (10) points; Scoring is based on the relevant information provided by the client references who have done similar scope and size of work as specified herein. **The City of Arlington may be used as one reference only.**

Failure to include references shall cause the bid to be considered non-responsive.

D3. BID SUBMITTAL INSTRUCTIONS:

One (1) original, one (1) copy, plus (1) USB. Electronic copy must be one PDF file and not submitted as separate sections.

- 1) Cover Sheet with authorized signatures;
- 2) Addendum Acknowledgement (if applicable);
- 3) Bid Price Schedule Form;
- 4) **Operational Plan;**
- 5) **References;**
- 6) **Required Forms**
 - a. Copy of W-9 (October 2018 revision) "Request for Taxpayer Identification and Certification";
 - b. Proof of Insurance on original Acord Form;
 - c. Experience of Bidder, Attachment 1;
 - d. Project Scenarios, Attachment 2;
 - e. Local Preference Consideration, Attachment 3
 - f. Data Intake Form, Attachment 4
 - g. MWBE Reporting Form, Attachment 5 (if applicable);
 - h. MWBE/HUB CERTIFICATE, (If applicable);
 - i. Form CIQ - Conflict of Interest Questionnaire, Attachment 6

D4. BIDDERS QUALIFICATION

Bidders are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract. By submission of a response to this Invitation to Bid it will be construed that the Bidder is acquainted sufficiently with the site(s) and the work to be performed.

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. If additional sheets are attached to the bid specification, the bidder must clearly cross-reference the appropriate location in the solicitation (i.e. Section and paragraph Number, Attachment and paragraph number, or Exhibit; page number, subject, etc.). The criteria listed below will be assessed as part of the Post Qualification.

- 1) **Years of Experience:** Bidder shall have a minimum of **three (3)** consecutive years experience in the supply and delivery of goods ,or services to be provided as specified herein. *Recent start-up businesses do not meet the requirements of this Bid Specification.*
 - (a) A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has the history or expertise (References). Failure to meet this requirement will result in a non-award.
- 2) **References:** Bidder must provide a list of at least three (3) governmental or commercial references on Attachment 1. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified. Similar shall be understood to mean comparable complexity. For each project, list name, description and location and date of contract completion.
 - (a) Bidder may list one (1) previous City of Arlington project that he/she has completed.

- (b) The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.
- 3) **Bankruptcy or Insolvency:** If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the City reserves the right to terminate any contractual agreement immediately.
- 4) **Equipment:** Bidder must provide a list of compliant equipment on Attachment 4, if applicable.
- (a) The City reserves the right to inspect all equipment dedicated for use on this project prior to award of the bid, and during the term of the service.
- 5) **Public Information:** Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.
- 6) The City of Arlington reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past two-year period.
- 7) The City reserves the right to reject a response from a Contractor and/or Sub contractor whose goods and/or services to the City or other government entities have been documented as unsatisfactory in providing the same goods and/or services.
- D5. CONTRACT:** The bid document, as amended by any addendum, must be returned to the City of Arlington as it conforms to the bid closing date and time, and awarded by the Arlington City Council, shall constitute the contract.
- 1) **Initial Term of Agreement:** Unless otherwise specified, this contract, if awarded, shall be for a period of One (1) year(s) beginning on the date specified in the Award Letter, to be issued by the City's Purchasing Division.
- 2) **Probationary Period:** The first ninety (90) days of each contract term will be considered a "probationary" period. When applicable, at the first City Council meeting following a probationary review, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without issuing a second solicitation.
- 3) **Option to Renew:** The City and Contractor may, upon mutual written consent not earlier than ninety (90) days prior to the expiration of the contract, renew the contract for an additional one-year period, not to exceed four (4) additional one (1) year renewal options after the initial term. The Awarded Bidder may request a price increase at each renewal time at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI-U) for the previous twelve (12) months.
- (a) At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items.
- (b) It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The

adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

- (c) The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.
 - (d) The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City
- 4) **Option to Extend or Transition of Bidder(s):** In the event that a new Bidder(s) is (are) not selected by the City of Arlington, it shall be incumbent upon the Bidder to continue the contract under the same terms and conditions until new contracts can be completely operational. The transition period extend more than ninety (90) days beyond the original expiration date of the existing contract
 - 5) **Addition or Deletion:** The City reserves the right to add or remove items as circumstances warrant. The City of Arlington reserves the right to purchase additional units under the terms of this specification.
 - 6) **Cancellation:** The City reserves the right to cancel the contract upon thirty (30) days written notification for failure to supply the required materials or failure to meet delivery schedules or 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.
 - 7) **Estimated Quantities:** This is a requirements contract. The quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.
 - 8) **Order Placement:** Requests for goods and services will be on an as-needed basis by authorized City of Arlington employees only. The City will supply the successful bidder with the names of personnel authorized to place orders. The City shall place written orders electronically or via email in the form of a purchase order or formal Notice to Proceed which will include a purchase order number.
 - (a) **Purchase Orders:** It is the sole responsibility of the supplier to acquire a hard copy purchase order authorizing said purchase of goods or services. Supplier must acquired a purchase order prior to placing any orders or purchasing goods, materials on behalf of the City, or performing services for the City. Failure on behalf of the supplier to obtain a purchase order from the City may result in forfeiture of payment due to lack of authorization to purchase goods or services. Verbal orders from City employees are not an acceptable method of authorization. Such verbal orders shall be forwarded to the Purchasing Manager or disignee, as identified herein.
 - (b) **P-Card Purchases:** Only when supplier has obtained written authorization from Purchasing Division may goods or services on contract be purchased via p-card.

9) **Invoicing:** Unless, otherwise specified herein, the Awarded Vendor shall furnish the City the complete and correct itemized invoice for the goods and services.

- (a) No payment will be made for goods ordered or services performed without a proper order authorization.
- (b) Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the City in the quality and quantity ordered.
- (c) Invoices resulting from scheduled goods or services shall be received no less than one 30 days apart;
- (d) When applicable, invoices shall be compiled per the purchase order number in a 30-day cycle; and
- (e) At no time shall an invoice reflect multiple purchase order numbers. Such invoice(s) will be considered incorrect and will not be processed until corrected.

(f) The City will:

- 1. Not accept an incorrect invoice; or
- 2. Incur no penalty for late payment if payment is made in thirty (30) days or less from receipt of goods/services and/or a correct/accurate invoice, whichever is later in accordance with the Texas Prompt Payment Act.
- 3. Dismiss invoices lacking an authorized Purchase Order number, and/or Service Agreement number and Division Code, as such invoice will be considered as incorrect.

(g) Submittal:

Mailed to: City of Arlington
Accounts Payable
P.O. Box 30143
College Station, TX 77842-0143

Or, **registering with** Catalyst Vendor Self Service – a web-based application that will provide access to invoices/payment status. <http://coa.catalyst.Cognizant.com>

(h) Invoice must include, at a minimum, the following information:

- 1. Purchase order number
- 2. Division Code **CTYMM**
- 3. Coordinating Line Item of PO
- 4. Company Name
- 5. Point of Contact who placed order
- 6. Date of delivery
- 7. Delivery Address
- 8. Cost of items as stated on Bid Response and extended price to reflect total cost for number of items

(i) **Questions concerning invoice** status and payment must be directed to 877-629-6295. Purchasing and City staffers will not be able to provide status information.

D6. Safety: All safety precautions and oversight shall be per OSHA and best practice so to meet the requirements of the Specifications and Scope of Work, defined herein. No direct compensation will be made to the Contractor for furnishing, installing, maintaining, and/or the removal of required safety measures, and thus no costs associated with meeting the specifications and scope of work will be paid as a separate line item.

D7. Misconduct: The City is committed to maintaining an alcohol, drug, and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by

Contractor's employees or Subcontractors' employees while in the performance of any service(s) or delivery of goods to the City of Arlington, Texas, is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The City reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.

- D8. Environmental:** The City is committed to purchasing goods, and services from suppliers which can provide the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations while protecting health and safety, be fiscally responsible, meet State and Federal mandates, and model environmental stewardship, and encourages proactive measures in employee behavior to reduce mobile source air pollution.
- D9. Ordinances:** The City will make a good faith effort to notify the supplier of City ordinances when applicable; however, neither the City nor any of its staff, employees, agents, or representatives are responsible for notifying the contractor(s) of such ordinances. It will be the sole responsibility of the Contractor performing the services to make him/her aware of such City ordinances. All costs, including but not limited to, fines, fees, tickets, or citations becoming due as a result of violating such ordinances will be handled directly between the Court, the issuing department, and the Contractor. Compensation for costs due to violations will not be warranted under this specification or in conjunction with any portion of work as it is associated with this specification. Should it be discovered that an ordinance conflicts with a project, the Contractor shall notify City in writing at once. The City will acknowledge the information via email and may allow an extended work time when ordinance(s) impede schedule.
- D10. Public Emergencies: A Public Emergency shall be defined as, but not limited to, a tornado, flood, hurricane, winter weather, large scale disaster and/or relief thereof which is manmade or natural, or by an act of God shall herein known as "Emergency."**

It is vital to the citizens and those who seek large scale refuge within the City of Arlington be protected from any such Emergency situation(s) that threatens public health and safety as declared by the City of Arlington; therefore, at any time before, during, or after a public emergency, the City of Arlington may require a "First Priority" for goods and services to be rendered by the awarded Bidder.

The Contractor agrees to rent/sell/lease all goods and service to the City or its governmental entities on a "first priority" basis. The City expects to pay contractual prices for all goods and or services rendered under this awarded Agreement in the event of such Emergency. Should the Bidder provide the City with products and/or services not under this awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of an Emergency.

SECTION E

SCOPE OF WORK

E1. INTENT

The intent of this specification is to establish an annual requirements contract for tree removal and pruning services for the City of Arlington on an as need basis.

The City reserves the right to make an award to either one vendor who's bid is the best value for the City, or to multiple vendors. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or it will be awarded by line.

E2. REQUIRED MINIMUM EQUIPMENT

The contractor is required to have, at minimum, access at all times to the following equipment for use on this contract:

- 2 Aerial Truck with Chipper Body (an aerial truck without a chipper body must be accompanied by a chipper truck)
- 2 Medium Sized Chipper (chipper must be able to accommodate a 6-inch diameter log)
- 6 Chain Saws (one of which must have at least a 24-inch blade)
- 6 Pole Saws
- 4 Leaf Rake
- 2 Brooms
- 2 Blowers
- 2 eight-foot-Long Barricades (with night illumination)
- 20 Traffic Cones

Each member of the work crew shall have at all times:

- Safety Vest
- Hard Hat
- Ear Protection
- Eye Protection
- Protective Footwear
- Gloves

All personal protective equipment shall conform to OSHA/ANSI standards.

E3. TREE REMOVAL

Work shall consist of specified tree removal activities at specified parks, boulevards / medians / traffic islands, right of ways (ROW), parkways, Interstates and other city properties.

Awarded vendor will be responsible for removing all litter from site (except Tree Felling). The Contractor will leave the area with a finished appearance with walks, curbs, and street areas having been swept, and lawn areas raked. All leaves, twigs, branches, limbs, wood chips, and sawdust shall be removed.

Once the tree, trunk, or stump is removed all litter and / or waste material, unless otherwise specified in this contract will be considered to be the property of the Contractor who will dispose of it in a manner consistent with applicable municipal, state, and federal laws and regulations.

Under no circumstances shall the process of lowering the scaffold branches of a tree be left incomplete at the end of the work day.

E4. PRUNING

Contractor shall prune trees in accordance with acceptable practices endorsed by the International Society of Arboriculture and National Arborist Association and Publication ANSI Standards.

Pruning will consist of crown cleaning, crown raising, structural training, and installation of bracing or cables. Crown Cleaning will require the removal of dead, dying, diseased, crowded, weakly attached, low vigor branches, and water-sprouts from the tree's crown. Crown Raising is the removal of lower branches to attain desired crown height of 8-12 feet. Structural Training will require reduction of branch length for lower branches or codominant stems.

Thinning cuts should not decrease the live foliage greater than 25%. Crown raising will be required to allow for the trees to meet City Code. All trees over roadways need 14 feet clearance and 7 feet above sidewalks and other pedestrian areas. Some trees to be pruned or removed could be found in confined areas which shall require extreme caution and care.

The Contractor shall use extreme care when maintaining trees on rights of way or adjacent to private property. Any damage sustained to a private property will be the responsibility of the Contractor. The amount to be pruned will be determined by the City Forester or designee in a consultation with the Contractor.

The basis for compensation to be paid under this contract for pruning shall be one work crew and equipment:

- 3 Person Manual Crew per Hour – standard work crew to be utilized
- 4 Person Aerial Crew per Hour – must inform City Forester if aerial crew is to be utilized
- Chipper – standard equipment to be utilized
- Bracing and Cabling Hardware – hardware shall be billed separately as needed

Clamp Truck or Tub Grinder will substitute the Chipper equipment and must be approved prior to beginning work.

E5. EMERGENCY ACTIVATION

Activation: If in the opinion of the Parks and Recreation Department (PARC) in an emergency situation the Contractor shall be required to upon oral notification by the PARC furnish within six (6) hours at least one (1) crew (consisting of 3 workers, 1 chipper truck with chipper, and all related equipment) to the Park & Recreation Department for the purpose of Emergency Tree Removal.

If services cannot be furnished within the time specified; the City reserves the right to purchase the services from an alternate source and will also have an adverse effect on the contract.

E6. ASSIGNMENT AND INSPECTION OF WORK

1. **City Forester Duty:** The City Forester or designee will be responsible for indicating trees, trunks, and stumps that are to be removed, making inspections, re-inspections, monitoring the Contractor's activities, ensuring the work performed in the assigned project area is done to the quality level prescribed in these specifications, and in accordance with the prescribed time schedule. The City Forester may provide an estimate of the inches of tree removal or hours of pruning prior to issuance of the work order. Work shall not exceed the estimated cost without permission from the City Forester. Upon determination of any violation of the specifications and / or terms of the contract the City Forester shall record, process and submit all pertinent information to the contract file for determination of liquidated damages or termination of the contract.
2. **Assignment of Work Order:** Work orders will be issued from the City Forester or designee and emailed to the contractor's designated email.

3. **Weekly Contact:** The Contractor must make weekly contact with the City Forester via email.

The email should contain:

- Completed Work Orders
- Outstanding Work Orders and the estimated time of completion
- Discuss priorities and any other pertinent issues.

Failure to contact the City Forester on a weekly basis can result in the termination of the contract.

4. **Time to complete work:** Upon issuance of a work order, the Contractor shall begin work and shall proceed with all reasonable dispatch to complete the work order within the time period set out in the written work order. The City Forester or designee can stop or extend a work order if said Inspector determines that there was insufficient time to complete the order before the end of the specified time period.

Work orders will be sent with priority levels:

- Priority or Emergency – work must be made safe within 1 day
- High – work to be started within 3 days and completed within 7 days
- Medium - work to be started within 5 days and completed within 14 days
- Low - work to be started within 10 days and completed within one month.

The contractor shall contact the person listed on the work order for complete details of the work assigned. The contractor shall give the City Forester or Contact person listed on the work order at least two hours' notice so they may meet the contractor at the specified location.

Contractor understands and agrees that failure to comply with any time performance requirements in accordance with this contract will result in damage to CITY, and that it is impracticable to determine the actual amount of such damage whether in the event of delay or nonperformance.

IN THE EVENT WORK IS NOT COMPLETED IN A TIMELY MANNER, THE CITY RESERVES THE RIGHT TO PURCHASE THE SERVICES FROM AN ALTERNATIVE SOURCE. REPEATED FAILURE TO COMPLETE WORK IN A TIMELY MANNER MAY RESULT IN REVOCATION OF CONTRACT.

E7. LIQUIDATED DAMAGES

It is expressly understood and agreed that the liquidated damage amounts below are not to be considered a penalty but shall be deemed taken and treated as reasonable liquidated damages. Therefore, CITY and Contractor agree that liquidated damages are to be paid by Contractor and chargeable as described below.

Trees in the immediate area should be checked by the Contractor for recent existing damage before contract work begins. The Contractor should then notify and set up a time with the City Forester to inspect existing damage. After said Inspection the Inspector shall then order the work to proceed, extend or cancel the order.

Random checks of the trees may be carried out during the contract period at the option of the Urban Forestry & Land Manager. A check of any or all project sites may be made at the end of the contract period. The Inspection will be attended by the City Forester, and Contractor. Damages that in the opinion of the City Forester are the fault of the Contractor shall be documented by photo and memo to the contract file and Contractor.

Where performance of maintenance activities endangers adjacent sites, structures and utilities, the Contractor shall at his own expense carefully protect all such sites, structures and utilities so that there will be no loss or utilities service

damage. In case of damage to existing sites, structures or utilities, the Contractor shall restore the site, structure or utility to its original condition and position without compensation from the City.

Damages to other trees shall be assessed at the following rates:

- Slight Damage: \$200.00
Slight Damage is damage that will heal and poses no major threat to the tree.
- Moderate Damage: \$500.00
Moderate Damage is that which in the opinion of the Urban Forestry & Land Manager or representative thereof, may eventually contribute to the death of the tree.
- Severe Damage: Amount to be determined
Severe Damage is that which in the opinion of the City Forester causes a need for the tree to be removed, or that the injury will cause the death of the tree.
The amount of the damages to be assessed for "Severe Damage" will be determined through the use of the current I.S.A. (International Society of Arboriculture) formula for the monetary evaluation of shade trees.

Damages as described herein shall be deducted from payments otherwise due to the Contractor, and/or the City may take any other action as needed to secure the collection of assessed damages.

Repeated assessment of slight damages, 3 assessments of moderate damages, or 1 assessment of severe damage may result in termination of the contract.

- ***Should it become necessary to assess liquidated damages to a Contractor on more than one occasion, the City of Arlington reserves the right to terminate the contract.***

E8. DISEASE TREATMENTS/PREVENTION

Contractor will abide by pruning standards set forth by the International Society of Arboriculture. The contractor shall follow all ISA regulations, specifications and recommendations about disease prevention, removal, pruning and control to avoid the spread of disease. If a disease that could spread and cause damage to Arlington's urban forest is detected the contractor shall contact the City Forester and inform them of the issue.

Contractor is also subject to abiding by the standards set forth by the City Forester with regards to protected or valuable trees.

E9. WORK ORDER, PAYMENT AND COMPENSATION

1. **Work Order:** The work order will consist of a written list of specified trees, location, tree tag number if applicable, trunks, or stumps. The work order shall be considered complete when all work on the sheet has been inspected and approved by the City Forester or designee. The City Forester will notify the contractor that work is accepted and request an invoice be sent. Such information shall consist of location, number of trees, species, caliper inch D.B.H., work order number, and the acceptability of work.

Completed work orders will be submitted for payment monthly. It shall be mandatory that all work orders be filled out monthly. Invoices need to be turned in no later than net 30.

2. **Payment/Compensation:** The basis for compensation to be paid under this contract shall be the tree(s) total caliper inch D.B.H. (diameter 4.5 feet above ground). Should the Contractor disagree with the City's measurement, Contractor shall stop work on that project immediately and contact the City Forester's office for re-measurement.

The City Forester or designee decision in this matter shall be final. When irregularities in the trunk occur at the point of caliper inch D.B.H. measurement the measurement shall be taken just below the irregularity at a point where the irregularity no longer affects normal trunk form. If a tree forks above the D.B.H. this shall be

considered an irregularity. If the tree forks below the D.B.H., D.B.H. measurement will equal the largest stem plus half the diameter of other stems.

E10. HAZARDOUS CONDITIONS

The Contractor will be required to notify the City Forester or designee immediately of any hazardous conditions and/or damage to any city or private property (including plant material).

E11. PUBLIC BUILDINGS (COMMUNITY CENTERS, POLICE SECTOR BUILDINGS, LIBRARIES, ETC)

The Contractor will be required to inform the occupants of the buildings within fifty feet of the work area that tree work is being done at that location.

E12. SUPERVISION OF WORK CREW

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that communication equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities. Work crews shall have a copy of the work order printed or on a mobile device at all times.

Contractor shall employ two (2) ISA Certified Arborists to provide supervision of work crews. Additionally, contractor shall be able to provide expert consultation from ISA Board Certified Master Arborist or similar qualified expert.

E13. TRAFFIC DISRUPTION

- 1. Street Obstruction:** Prior to the commencement of this contract the Contractor shall meet with the City Traffic Engineer or his representative in the presence of the City Forester for the purpose of developing and approving a traffic control plan for typical street obstruction.
- 2. Traffic Control Devices:** The Contractor shall furnish and install signs, markings, barricades, and all other traffic control devices required to adequately maintain proper traffic control for the duration of the work at that site.

All control devices shall conform to those used by the City of Arlington Department of Transportation that purpose. No additional compensation will be made to the Contractor for the work and materials involved in contracting for and maintaining barricades, signs, markings, warning devices, and/or lights or for providing any other incidental items necessary for the proper direction, safety and convenience of the traffic during any work under this contract.

- 3. Flagmen:** Flagmen shall be furnished by the Contractor to direct traffic whenever the City Traffic Engineer or his representative determines that such control is needed. The use of flagmen as ordered by the City Traffic Engineer or his representative is for the purpose of assisting in the even flow of traffic, both pedestrian and vehicular, and does not in any way relieve the Contractor of full responsibility for taking such other steps and providing such other personnel as the Contractor may deem necessary for the protection of the work site and of the public and does not in any way relieve the Contractor of its responsibility for any damage for which it would otherwise be liable.
- 4. Blockage of Major Thoroughfares:** If any portion of a major thoroughfare will have to be blocked off because of work to be performed hereunder, the Contractor shall develop a general traffic handling plan, and submit it to and gain the written approval of the Director of the City of Arlington, Department of Public Works, or his approved representative, prior to the beginning of work on that project.

5. **Safety of Work Crew:** Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, etc.) in order to ensure both employee and public safety.

Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action. Dressing problems include but are not limited to bare chest (no shirt), shorts while trimming or edging, and absence of proper use of safety devices. Contractor shall observe O.S.H.A. standards of safety for tree care operations.

E14. UTILITIES

The Contractor shall be responsible at his own cost for any and all work, expense, or special precautions caused or required by the existence or proximity of utilities encountered in performing the work under this contract. The Contractor's on-site supervisor shall be fully conversant in the safety procedures to be followed in case of an accident involving utility lines. The Contractor is to request service by Oncor if the proximity of the power lines does not allow work to proceed safely.

SECTION F

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

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.

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 - Bid No. 19-0137

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.

1. COMPANY NAME: _____

Number of years in business under this name: _____ **Number of years of experience:** _____

Local Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____

Primary Point of Contact responsible for work performed under these specifications:

Phone: _____ Cell: _____

Email _____

Alternative Point of Contact responsible for work performed under these specifications:

Phone: _____ Cell: _____

Email _____

Has your business operated under any other names? Yes _____ No _____ If so, what name(s):

and explain the circumstances of the change: _____

2. PERSONNEL: Please provide the dynamics of your current workforce:

DESCRIPTION of personnel currently on staff:	NUMBER
Manager, Supervisors, Shift Leaders	
Specialist, Certified, Licensed, Registered	
Technical, Technicians, Operators	
Clerical, Administrative, Secretarial	
Total number of employees	

3. EXPERIENCE:

Years in Business: _____ Years performing this type of work: _____

Total Value of work currently under contract \$ _____

Total Value of work in place within the past 12 months \$ _____

Percentage of work usually self-performed _____%

Subcontractors that you may use for these specifications:

What service/company do you use for pre-employment criminal background screening? _____

Has firm:

- 1) Failed to complete a contract _____ Filed Bankruptcy _____ If so, when _____
- 2) Pending judgment claims or suits against company _____ If so, explain why under separate cover.

4. SAFETY

Have you had an OSHA fine within the past three (3) years? _____ Yes _____ No

Have you had any job-related fatalities within the past five (5) years? _____ Yes _____ No

If you answer YES to either question above, you MUST submit, on a separate sheet the details describing the circumstances surrounding the incident(s).

Has any other incident occurred which you wish to self-declare? _____ Yes _____ No

5. INSURANCE AGENCY:

Agent: _____ Phone: _____

Total Bonding Capacity: \$ _____ Work Presently Bonded \$ _____

6. LOCAL SERVICE FACILITY: In the event of a breakdown, where would your equipment be serviced?

Name of local service center: _____

Address of local service center: _____

Telephone number: _____

Point of Contact: _____

WORK EXPERIENCE: Form must be completed in its entirety on form supplied by City.

In order to satisfy the City regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity. **List three (3) projects similar in size and nature which were completed during the past three (3) years.** The City may also consider any previous City projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the City may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

REFERENCE 1:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services: _____

Total Contract Amount: _____ Completion Date: _____

REFERENCE 2:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services Provided: _____

Total Contract Amount: _____ Completion Date: _____

REFERENCE 3:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services Provided: _____

Total Contract Amount: _____ Completion Date: _____

ATTACHMENT 2

PROJECT SCENARIOS

Scenario 1:

You pull up to remove a 36" Water Oak that is 50' tall at a playground. The tree covers half the playground and there are several children playing there. The other portion covers the parking lot. How will your crew handle this situation and what will their safety procedure be in this situation?

Scenario 2:

You receive an emergency call out on Sunday morning that there is a large Oak tree with a 20" limb broken and hanging over a section of the parking lot and the walking trail. How do you handle this situation in order to meet your 6 hour time frame?

ATTACHMENT 2

PROJECT SCENARIOS CONT.

Scenario 3:

You have received a work order about a 60' tall Ash tree on the side of Pioneer Parkway. The tree is hanging over someone's back yard and the citizen is upset that limbs have fallen in their yard and broken some of their patio furniture. The other portion of the tree is hanging over the major TxDOT thoroughfare and will require you to be in the road in order to remove the tree. What procedures are you going to take to ensure safety on both sides of this removal?

ATTACHMENT 3

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."

LOCAL PREFERENCE CONSIDERATION APPLICATION

For bidders whose business is located within the Arlington city limits

The City of Arlington requires the following information for consideration in award of competitive bids:

1. Location Eligibility:

Principal place of business is defined herein as the primary or executive or administrative office of the business. Is company's legally identified principal place of business within the City Limits of Arlington, Texas?

a. If yes, identify the following:

i. Business Name/DBA: _____

ii. Address: _____

iii. Business Structure: _____
(sole proprietorship/partnership/corporation/other)

b. Name and city of residence of owner(s)/partners/corporate officers, as applicable.

iv. Name/Title: _____

v. City of Residence: _____

If more than one owner/partner/corporate officer exists, attach a separate sheet of paper.

2. Economic Development benefits that would result from award of this contract:

a. Total number of current employees who are residents of the City of Arlington? _____

b. Will award of this contract result in the employment/retention of residents of the City of Arlington?
___ Yes ___ No

c. Will subcontractors with principal places of business in the City of Arlington be utilized? ___ Yes ___ No

d. Will award of this contract result in increased tax revenue to the City? ___ Yes ___ No

e. If yes, check types of taxes? ___ Property Taxes ___ Sales Taxes ___ Hotel Occupancy Taxes

f. Other economic development benefits deemed pertinent by applicant (attach separate sheet if necessary):

City Bid Number for which local preference is requested: _____

Certification of information:

The undersigned does hereby affirm that the information supplied in its bid and this application are true and correct as of the date hereof, under penalty of perjury.

Company Name

Date

Signature

Print Name

Tax Certificate from Tarrant County Tax Assessor is attached

ATTACHMENT 4

DATA INTAKE FORM

Company's Authorized Agent(Typed or Printed): _____

Signature: _____

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.**

PLEASE CHECK THE APPROPRIATE ETHNICITY AND/OR GENDER:

American Indian Asian Black Hispanic 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 Website
- Fort Worth Star Telegram
- City of Arlington employee (other than Purchasing)
- City's Television Station
- Bid Notification Service
- City Website
- Chamber of Commerce _____
- Other: _____

NO BID SHEET

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

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

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. 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 subcontracting 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/>).

ATTACHMENT 5

MWBE REPORTING FORM

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 _____

Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Attachment 5), the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of Arlington.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.