



22-0003 Addendum 2

Annual Requirements Contract for Monthly Grounds Mowing and Maintenance of City-Owned Properties

Issue Date: 11/3/2021

Questions Deadline: 11/18/2021 02:00 PM (CT)

Response Deadline: 12/2/2021 02:00 PM (CT)

Procurement

Contact Information

Contact: Vanessa Canela, Purchasing Agent

Address: Finance Department

City Tower

Business Office

101 S. Mesquite St.

Suite 800

Arlington, TX 76010

Phone: (817) 459-6321

Email: Vanessa.Canela@arlingtontx.gov

Event Information

Number: 22-0003 Addendum 2
Title: Annual Requirements Contract for Monthly Grounds Mowing and Maintenance of City-Owned Properties
Type: Request for Proposal
Issue Date: 11/3/2021
Question Deadline: 11/18/2021 02:00 PM (CT)
Response Deadline: 12/2/2021 02:00 PM (CT)
Notes: The intent of this solicitation is annual requirements contract for monthly grounds maintenance of specific City-owned properties, and Railroad Crossings

The City of Arlington exclusively uses IonWave for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Arlington accepts no responsibility for the receipt and/or notification of solicitations through any other means.

The City of Arlington strongly encourages bidders to submit their response to this bid electronically. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title. Late bids will not be accepted.

Ship To Information

Address: Finance Department
City Tower
Business Office
101 S. Mesquite St
Suite 800
Arlington, TX 76010

Bid Activities

Pre-Bid Meeting

11/16/2021 10:00:00 AM (CT)

717 W. Main St., Parks Board Room, Arlington, TX 76013

Bid Attachments

Conflict of Interest Response.pdf

[View Online](#)

Please fill out the CIQ Form and save to your computer. Submit as a "Response Attachment."

MWBE SUB (NEW).pdf

[View Online](#)

Please fill out the MWBE Subcontracting form and save to your computer. Submit as a "Response Attachment."

Local Preference Form.pdf

[View Online](#)

Please fill out the Local Preference form and save to your computer. Submit as a "Response Attachment."

22-0003 Bid Spec Draft.pdf

[View Online](#)

22-0003 Bid Spec Draft

22-0003 Evaluation Criteria.pdf

Evaluation Criteria

[View Online](#)

22-0003 Procurement Schedule.pdf

Procurement Schedule

[View Online](#)

Pricing Page and Instructions.pdf

Pricing Page and Instructions

[View Online](#)

Equipment List Attachment.pdf

Equipment List

[View Online](#)

North District Inventory Attachment A.pdf

North District Inventory Attachment A

[View Online](#)

South District Attachment A.pdf

South District Attachment A

[View Online](#)

Railroad Crossings Inventory Attachment A.pdf

Railroad Crossings Inventory Attachment A

[View Online](#)

Requested Attachments

MWBE Subcontracting Form

(Attachment required)

Download MWBE form from attachments and include a completed form with response attachments.

Proposal Packet

(Attachment required)

Please upload your entire proposal packet with the required items as defined in the Proposal Response Document attachment.

Financial Disclosure Letter

Please provide a letter from an independent CPA stating that your company is in good financial standing.

Additional documentation may be required.

Local Preference

Download the Local Preference form from attachments and include a completed form with response attachments if applicable.

Insurance ACORD Form

(Attachment required)

Please provide Insurance ACORD form as a response attachment. Insurance must be valid and not expired.

Conflict of Interest Questionnaire

(Attachment required)

Download the CIQ form from attachments and include a completed form with response attachments.

W9 Form

(Attachment required)

Please upload W-9 (Oct 2018 Rev.) as a Response Attachment.

MWBE Certification

If certified MWBE, please submit a copy of your certification.

Bid Attributes

1	Contact Name
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

2	Contact Phone
	(____) _____ - _____ ext: _____ <i>(Required)</i>

3	Tax ID:
	_____ <i>(Required: Numbers only)</i>

4	Contact Email:
	_____ <i>(Required: Email address)</i>

5	Digital Signature
	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 agrees they are authorized to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid/Proposal and all other items made a part of the accepted contract.
	By entering your name in the field provided, you signify that you are accepting the terms and conditions of this quote and your typed name will serve as your electronic digital signature. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.
	<input type="checkbox"/> I have read and agree <i>(Required: Check if applicable)</i>

6	MWBE
	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, please state your classification:
	<input type="checkbox"/> American Indian <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Woman Owned Business
	<input type="checkbox"/> N/A - Not Applicable <i>(Required: Check only one)</i>

7 Policy Statement

On March 30, 2021, the Arlington City Council approved the resolution to adopt the City's Minority/Woman Business Enterprise (MWBE) Policy & Procedures Manual. This MWBE Policy seeks to reduce race- and gender-based barriers and foster participation with minority and woman-owned businesses in contracting and procurement opportunities with the City of Arlington by increasing the capacities of such firms to perform as prime vendors and subcontractors as well as suppliers.

The City of Arlington reaffirms that it will not, nor will its contractors, discriminate based on race, age, color, religion, sex, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City of Arlington's Office of Business Diversity (OBD) to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's <MWBE Policy & Procedures Manual>.

Trades identified for this solicitation includes:

- The contractor's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement.
- The criteria used to set a MWBE Contract Specific Goal shall include business availability, the nature of the contract, the City's past experiences with MWBE participation in similar contracts, price competitiveness, subcontracting opportunities, progress towards meeting the annual goal and other relevant factors.

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/>).

I understand and agree
(Required: Check if applicable)

8 MWBE Submittal of Required Documentation

SUBMITTAL OF REQUIRED DOCUMENTATION

The following documents must be received by the assigned City Project Manager or Department Designee within the allocated times shown in order for the bid or proposal to be considered responsive to the specification. The Offeror shall **DELIVER OR EMAIL** the MWBE documentation to the assigned City Project Manager or Department Designee; a faxed copy will not be accepted.

MWBE Utilization Plan (Construction)	Received no later than 2:00 pm, on the <u>next</u> City business day after the bid opening date.
Good Faith Effort Form and supporting documentation (if participation is less than stated goal)	Received no later than 2:00 pm CST, on the <u>next</u> City business day after the bid opening or proposal due date. Please send your GFE form to agent of record.
Intent to Perform as a Subcontractor (Construction)	Received no later than 2:00 pm, on the <u>next</u> City business day after the bid opening date with MWBE Utilization Plan.

Failure to submit the required MWBE documentation, based on the listed time and date, will result in the bid or proposal to be considered non-responsive.

I understand and Agree
(Required: Check if applicable)

9 Certification and Post Award Compliance

MWBE CERTIFICATIONS

The City will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and
- Woman's Business Council Southwest.

The City reserves the right to review, accept, or reject any certification from agencies not listed.

POST AWARD COMPLIANCE

If change orders, amendments, or any Contract modifications are issued, the contractor has a contractual commitment to meet and/or exceed their MWBE utilization goal. Contractor is obligated to immediately notify OBD, in writing, of any agreed increase or decrease in the scope of work that will impact the MWBE participation on the contract.

The Contractor cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without the prior written consent of the OBD. If the Contractor is unable to meet its MWBE commitment with existing MWBEs, the Contractor shall satisfy its commitment, as it relates to scope of work changes, modifications, and or amendments, by soliciting new MWBEs, must submit a **Request for Approval of Change to MWBE Utilization Plan** for review and written approval from the OBD.

All payments must be submitted to our supplier diversity portal BG2Now: <https://arlingtontx.diversitycompliance.com/>

I understand and Agree

(Required: Check if applicable)

10 Certification Status

If you are an MWBE, which certification agency do you go through?

NCTRCA HUB DFW MSDC WBC-SW TxDot, DBE SBA, 8(A) Program

(Optional: Check only one)

11 W-9 Form

Bidder shall include IRS Form W-9 (October 2018 revision) with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload.

Bidder here acknowledges that a copy of their company's W-9 Form has been included with this submission.

I have read and agree

(Required: Check if applicable)

12 Addendum Acknowledgment

I acknowledge the receipt of all addendums issued with this solicitation. It is the responsibility of the vendor to ensure that they have received addendums if issued.

Call or email Agent of Record prior to submitting your bid to ensure that you have received addendums.

I have read and agree

(Required: Check if applicable)

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3 **Financial Disclosure**

The proposal request may require the submission of financial documents that attest to the financial stability of the proposer. Proposers acknowledge that financial documents may be required and will provide documents if asked and barring any disclosures deemed private, confidential or otherwise not for public disclosure.

I have read and agree
(Required: Check if applicable)

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4 **Proposer Instructions**
PROPOSAL DELIVERY

Proposals must be received in Ionwave or in the Purchasing Office prior to the due date and time. It is the sole responsibility of each vendor to ensure timely delivery of the Proposal.

If submitting in the City's Supplier Portal Ionwave (preferred method), please ensure that you have access to the system and can upload all requested documents by the deadline. Submissions will not be permitted once the proposal submission window has closed.

If submitting hard copies, the City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the vendor. Late proposals will be returned to the vendor unopened. The time stamp clock in the Purchasing Office is the time of record.

Be advised that the Municipal Court has relocated to the City Tower, and there is now only one entrance into the building. Vendors will be required to enter and pass through security at the North Entrance (through the metal detector). All packages will be also be scanned. This could be a lengthy process.

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

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

PROPOSAL DOCUMENTS

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

Location of Documents: The City's Supplier Portal Ionwave is the only authorized source for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City on the City's Supplier Portal Ionwave. Location of Bid Documents are available after registration at:

Arlington's Procurement Portal <https://arlington-tx.ionwave.net>

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

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

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

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

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

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

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

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

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

SUBMISSION OF PROPOSALS

Unless otherwise specified, the City prefers vendors submit the following required documents as a response document in the City's Supplier Portal.

Hard copies will be accepted and must be sent to the address listed in the contact section. Please note the following regarding hard copies:

- One (1) hard copy will be accepted
- A digital version (USB) must be submitted with the hard copy. The USB must mirror the hard copy exactly and will be considered primary in the event discrepancies exist between the digital version and hard copy.

Addenda: Acknowledging the addenda via the Supplier Portal form is required. If submitting a hard copy, receipt of Addenda must be acknowledged by signing and returning Addenda with the proposal, or under separate cover prior to the due date. Addenda containing proposal pricing should be returned in a sealed envelope marked on the outside with the vendor's name, address, proposal number, and the due date and time. It is the vendor responsibility to obtain, review, sign and return any and all addenda. Failure to return any and all issued addenda may adversely affect the vendor opportunity for award.

MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

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

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

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

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

OPENING OF PROPOSALS

The Purchasing Division representative responsible for opening proposals shall confirm the time and announce the proposal opening. The representative shall then personally read aloud the name of Company, City and State of all proposals received on time and from the City's Supplier Portal. There will be no opening/discussing of proposals at the opening.

EVALUATION FACTORS AND AWARD

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

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

1. Purchase Price;
2. Reputation of the vendor and the vendor goods/services;
3. Quality of the vendor's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Vendor's past relationship with the municipality;

6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the vendor's goods or services; and
8. Any relevant criteria specifically listed in the request for proposals or proposals.

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

Acceptance of Proposal: Acceptance of a proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a proposal for a supply or service agreement will be by contract. Subsequent purchase releases may be issued as appropriate. The contents of a proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

Reservations: The City expressly reserves the right to:

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

POST-PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL VENDOR

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

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

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

CONTRACTOR SELECTION

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

COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and

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

PUBLIC DISCLOSURE

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

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

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.

PROHIBITED VENDORS

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

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

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.

I have read and agree
(Required: Check if applicable)

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Communication Prohibitions

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS:

All questions concerning this procurement solicitation must be directed to the Purchasing Agent of Record.

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.

After release of the bid or proposal, no officer, employee, agent or representative of the vendor shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this bid project, except as herein provided.

Contacts by the vendor with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include:

- Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity;
- Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this bid or proposal;
- Presentations and/or responses to inquiries initiated by City Staff;

and if a representative of the vendor 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 or proposal submission.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a vendor being disqualified from the process.

I have read and agree

(Required: Check if applicable)

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Administrative Information

Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the question cutoff date noted in the event details. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the respondent should immediately notify the Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

Amendment to the RFP and Withdrawal of Offer

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

Submission of Offers

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

Opening

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

Costs of Preparing the Offer

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

Rejection of Offers

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

Disqualification

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

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

Nonmaterial and Material Variances

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

Reference Checks

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

Information from Other Sources

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

Criminal History and Background Investigation

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

Clarification Process

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

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

Disposition of Offers

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

Release of Claims

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

Presentations

Vendor's key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

Evaluation of Offers Submitted

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

Award and final offers

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

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

Closed Records

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

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

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

Debriefing Vendors

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

TRAVEL

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

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

I have read and agree
(Required: Check if applicable)

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Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS:

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.

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.

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.

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.

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.

MODIFICATIONS: This contract can be modified only by written agreement of the parties.

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.

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.

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.

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.

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.

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.

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.

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.

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."

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.**

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.

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.

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, sexual orientation, gender identity, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

I have read and agree

(Required: Check if applicable)

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Evaluation for Award or Rejection of Proposals

EVALUATION FOR AWARD, OR REJECTION OF PROPOSALS:

INTRODUCTION

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to the City. The evaluation criteria or elements listed will be used to determine which proposal is the most advantageous to the City. Discussions may be conducted with Vendors determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City of Arlington to contract for the proposed project. The City will negotiate a contract with the highest evaluated vendors, as determined by the selection committee. The City of Arlington shall not be liable to any Vendors for costs associated with responding to the RFP, for the Vendor's participation in the interview, or any costs associated with negotiations.

Vendors shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

The City will evaluate and score each of the proposal submittals received from responsive Vendors based on established criteria. The Committee reserves the right to request a system demonstration and oral presentation.

Interview/Presentation:

Vendors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

Oral presentations may be in person or in a virtual environment.

Evaluation Criteria

An evaluation committee will assess the information provided by Vendors in response to the criteria established below. The scores of all evaluators will be used to determine the ranking of each proposal.

Proposals will be evaluated on a matrix provided as an attachment to this RFP.

Second Round Evaluations

Respondents will be short-listed based on the evaluation scores. The top vendors (by total score), **may be** subject to a second-round evaluation process with additional scoring of no more than 40 points. In the event a second-round evaluation is conducted, the short-listed vendors will be contacted and informed of their status. Otherwise, the City reserves the right to enter into negotiations with the vendor with the highest score in the initial round of evaluations.

If a second round is required, the City reserves the right to enter into negotiations with the vendor who scores the highest on the second round evaluations or total score from the first and second rounds.

Other Considerations

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

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

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. **Certificate(s) of Insurance**
3. **Bonds if needed:** When bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within 15 working days after notification of intent to award, or as otherwise required by the bid specifications, applicable requirements will be identified in Special Provisions.

ORDER OF PRECEDENCE:

This proposal 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.

VENDOR DEBRIEFING:

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

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.
2. The Purchasing Division must receive the written grievance within five (5) business days after the posting of the City staff's award recommendation in the Ionwave Procurement Portal.
3. The written grievance must include the following information before it may be considered by the city:
 - Name, mailing address, and business phone number of the aggrieved party;
 - Identification of the bid or proposal to be reviewed;
 - Citation detailing the exact law that is believed to have been violated;
 - 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.

I have read and agree
(Required: Check if applicable)

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Bid Special Conditions

SPECIAL CONDITIONS

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.

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 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.

References: Bidder must provide a list of three (3) governmental or commercial references. 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.

- Bidder may list one (1) previous City of Arlington project that he/she has completed.
- The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.

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.

Public Information: Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.

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.

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.

I have read and agree
(Required: Check if applicable)

20 Award Criteria

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

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

I have read and agree
(Required: Check if applicable)

21 Scope of Work Confirmation

I have read and understand the scope of work/specifications of this solicitation.

I have read and agree
(Required: Check if applicable)

22 Standard Insurance Requirements

Bidder shall include Insurance ACORD Form with their bid submission. This may be done electronically by clicking

on the "Response Attachments" tab and clicking on upload.

Bidder here acknowledges that a copy of their company's insurance ACORD Form has been included with this submission.

The Awarded Contractor will not commence work under this contract until he or she has obtained all the insurance required herein and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City.

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City.

An insurance certificate is required to be on file prior to the start of any work.

1. Commercial General Liability: \$1,000,000 per occurrence, \$1,000,000 products/completed operations and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto, or hired and non-owned vehicles.

3. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$100,000 policy limit – Disease, \$1,000,000 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 with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits 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.

3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Arlington
Purchasing Division
P. O. Box 90231
Arlington, Texas 76004-3231

6. Workers' Compensation Insurance Coverage:

- 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 (TWCC-81, TWCC-82, TWCC-83 or TWCC-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.

- 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.
- Persons providing services on the project ("subcontractor" in Section 406.096) - 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.
- The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project
- The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
- 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, file a new certificate of coverage with the City showing that coverage has been extended.
- The contractor shall obtain from each person providing services on a project, and provide to the City

I have read and agree
(Required: Check if applicable)

2
3

Company Name:

(Required: Maximum 1000 characters allowed)

2
4

Local Address:

(Required: Maximum 1000 characters allowed)

2
5

Phone

(____) _____ - _____ ext: _____

(Required)

2
6

Email:

(Required: Email address)

2
7

Primary Point of Contact responsible for work performed under this contract:

(Required: Maximum 1000 characters allowed)

28 **Years in Business:**

(Required: Numbers only)

29 **Years of Experience performing this type of work:**

(Required: Numbers only)

30 **Has your business operated under any other names?**
 Yes No
(Required: Check only one)

31 **If yes, what names:**
Explain the circumstances of the change:

(Optional: Maximum 1000 characters allowed)

32 **Total Value of work currently under contract:**

(Required: Numbers only)

33 **Total Value of work in place within the past 12 months:**

(Optional: Numbers only)

34 **Percentage of work self-performed on this contract:**
 %
(Required)

35 **References**
The vendor shall provide information regarding previous work comparable with the proposed work in size, capacity, and complexity. List 3 projects similar to size and scope which were completed during the past three (3) years. The City may also consider any previous City projects. Following the submission, each vendor shall be prepared to furnish such additional information as the City may reasonably request regarding vendors equipment and personnel. The information provided shall constitute an integral part of this response.

36 **Reference 1**
REFERENCE 1

37 **Reference #1 Contact Person's Name**

(Required: Maximum 1000 characters allowed)

38 Reference #1 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

39 Reference #1 Address: Street, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

40 Reference #1 Phone Number

(____) _____ - _____ ext: _____

(Required)

41 Reference #1 Email

(Required: Email address)

42 Contract Information

Contract Information

43 Contract Amount

Enter the total amount of the contract for which you are providing a reference.

\$ _____

(Required: Numbers only)

44 Contract Completion

Select the date the contract was completed.

____ / ____ / _____

(Required)

45 Contract Work Description

Provide a description of the work completed.

(Required: Maximum 4000 characters allowed)

46 Reference 2

REFERENCE 2

47 Reference #2 Contact Person's Name

(Required: Maximum 1000 characters allowed)

48 Reference #2 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

49 Reference #2 Address: Street, City, State, Zip Code

(Required: Maximum 1000 characters allowed)

50 Reference #2 Phone Number

(____) ____ - _____ ext: _____

(Required)

51 Reference #2 Email

(Required: Email address)

52 Contract Information

Contract Information

53 Contract Amount

Enter the total amount of the contract for which you are providing a reference.

\$ _____

(Required: Numbers only)

54 Contract Completion

Select the date the contract was completed.

____ / ____ / _____

(Required)

55 Contract Work Description

Provide a description of the work completed.

(Required: Maximum 4000 characters allowed)

5 6	Reference 3 REFERENCE 3
--------	--

5 7	Reference #3 Contact Person's Name <i>(Required: Maximum 1000 characters allowed)</i>
--------	---

5 8	Reference #3 Contact Person's Place of Business <i>(Required: Maximum 1000 characters allowed)</i>
--------	--

5 9	Reference #3 Address: Street, City, State, Zip Code <i>(Required: Maximum 1000 characters allowed)</i>
--------	--

6 0	Reference #3 Phone Number <input type="text" value="(____) _____ - _____"/> ext: <input type="text"/> <i>(Required)</i>
--------	--

6 1	Reference #3 Email <input type="text"/> <i>(Required: Email address)</i>
--------	---

6 2	Contract Information Contract Information
--------	--

6 3	Contract Amount Enter the total amount of the contract for which you are providing a reference. <input type="text" value="\$"/> <i>(Required: Numbers only)</i>
--------	---

6 4	Contract Completion Select the date the contract was completed. <input type="text" value="___/___/____"/> <i>(Required)</i>
--------	---

65 Contract Work Description
 Provide a description of the work completed.

(Required: Maximum 4000 characters allowed)

66 Cooperative Purchasing:
 Should other Government Entities decide to participate in this contract, would you agree that all terms, conditions, specifications, and pricing would apply?
 Yes No
(Required: Check only one)

67 Payment Bond
 A Payment Bond shall be executed in the full amount of the agreement solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.
 I acknowledge and agree
(Required: Check if applicable)

68 Performance Bond
 A Performance Bond shall be executed in the full amount of the agreement solely for the faithful performance of the work in accordance with the plans, specifications, and contract documents.
 I acknowledge and agree
(Required: Check if applicable)

69 Fidelity Bond
 A Fidelity Bond shall be provided to guarantee timely payment of all bills, debts and obligations incurred by him or her or incurred by his or her agents and employees arising from operations related to, or in accordance with this contract.
 I have read and agree
(Optional: Check if applicable)

Bid Lines

1 NORTH DISTRICT MOWING CYCLE

Quantity: 8 UOM: CYCLE Price: \$ Total: \$

Item Notes: 147.5 ACRES

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 NORTH DISTRICT WINTER LITTER CYCLE
Quantity: 2 UOM: CYCLE Price: \$ Total: \$
Item Notes: 147.5 ACRES
Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

3 SOUTH DISTRICT MOWING CYCLE
Quantity: 8 UOM: CYCLE Price: \$ Total: \$
Item Notes: 94.7 ACRES
Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

4 SOUTH DISTRICT WINTER LITTER CYCLE
Quantity: 2 UOM: CYCLE Price: \$ Total: \$
Item Notes: 94.7 ACRES
Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

5 RAILROAD CROSSINGS MOWING CYCLE
Quantity: 8 UOM: CYCLE Price: \$ Total: \$
Item Notes: 23 EACH
Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

This quote shall remain in effect for ninety (90) days from quote opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees they are authorized to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Quote, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

By entering your name in the field provided, you signify that you are accepting the terms and conditions of this quote and your typed name will serve as your electronic digital signature. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.

Print Name

Signature