



23-0090 Addendum 3

Request for Proposal for Flood Monitoring Expansion

Issue Date: 12/28/2022

Questions Deadline: 1/19/2023 02:35 PM (CT)

Response Deadline: 2/2/2023 02:00 PM (CT)

Procurement

Contact Information

Contact: Ashley Thongrivong Purchasing Agent

Address: Finance Department

City Tower

Business Office

101 S. Mesquite St

Arlington, TX 76010

Phone: (817) 459-6316

Event Information

Number: 23-0090 Addendum 3
Title: Request for Proposal for Flood Monitoring Expansion
Type: Request for Proposal
Issue Date: 12/28/2022
Question Deadline: 1/19/2023 02:35 PM (CT)
Response Deadline: 2/2/2023 02:00 PM (CT)

Notes: The intent of this solicitation is to seek a qualified vendor to provide plans, specifications, flood monitoring equipment, and installation services for the upgrade and expansion of the existing network. The ALERT system will be upgraded to the ALERT 2 network to provide increased performance and reliability of data transmission. Three (3) additional flood monitoring sites will be constructed to expand the existing network into known flood hazard areas.

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.

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.

Ship To Information

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

Bid Activities

Pre-Bid Meeting

1/4/2023 10:00:00 AM (CT)

[Pre-Bid Information](#)

The pre-bid meeting for Flood Monitoring Expansion will be held on **Wednesday, January 4th at 10 a.m.**

Pre-Bid Agenda:

1. Introductions
2. Scope of Work Overview
 1. MWBE Requirements
3. Bid Process
4. Questions

Location:

Parks Board Room

717 W Main Street,

Arlington, Texas 76013

Bid Attachments

SCOPE OF WORK (004).pdf

SCOPE OF WORK

[Download](#)

Exhibit A - Flood Monitoring Sites.pdf

Exhibit A mentioned in Scope of Work (Flood Monitoring Sites)

[Download](#)

Exhibit B - Stream Gauge Maintenance Procedures.pdf

Exhibit B - Stream Gauge Maintenance Procedures

[Download](#)

23-0090 Evaluation Criteria.pdf

Evaluation Criteria

[Download](#)

GFE Checklist Fillable.pdf

Good Faith Effort (GFE) Checklist. Review the MWBE Special Contract Provisions document for information about this form.

[View Online](#)

LETTER OF INTENT TO SUBCONTRACT fillable.pdf

Letter of Intent form. Review the MWBE Special Contract Provisions document for information about this form.

[View Online](#)

MWBE UTILIZATION PLAN Fillable.pdf

Utilization plan. Review the MWBE Special Contract Provisions document for information about this form.

[View Online](#)

MWBE Special Contract Provisions - Proposal.docx

MWBE Special Contract Provisions

[Download](#)

Requested Attachments

Proposal Packet

(Attachment required)

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

Insurance ACORD Form

(Attachment required)

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

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.

MWBE Utilization Form

(Attachment required)

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

GFE Checklist

(Attachment required)

Download GFE Checklist from attachments and include a completed form with response attachments.

Letter of Intent to Subcontract

(Attachment required)

Download Letter of Intent to Subcontract form from attachments and include a completed form with response attachments.

Bid Attributes

1 Contact Name

(Required: Maximum 1000 characters allowed)

2 Contact Phone

 (____) ____ - ____ ext:

(Required)

3 Tax ID:

(Required: Numbers only)

4 Contact Email:

(Required: Email address)

5 Digital Signature

I agree if the bid/proposal is accepted, to provide all goods/services upon which prices are offered, at the terms and conditions contained in this Scope of Work. The period for acceptance of this bid/proposal shall be 90 calendar days unless stated otherwise.

By acknowledging this attribute, you signify that you are accepting the terms and conditions of this contract. 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.

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

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:

American Indian Asian Black Hispanic Woman Owned Business
 N/A - Not Applicable
(Required: Check only one)

7 MWBE Policy Statement

I acknowledge the MWBE Policy and contract requirements listed in the MWBE Special Contract Provisions Attachment.

I understand and agree
(Required: Check if applicable)

8 MWBE Submittal of Required Documentation

I acknowledge the MWBE Submittal Documentation listed in the MWBE Special Contract Provisions Attachment.

I understand and Agree
(Required: Check if applicable)

9 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)

10 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)

11 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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2 **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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3 **Proposer Instructions**

PROPOSAL DELIVERY

The City encourages all proposals be submitted electronically through the City's IonWave Procurement Portal. If submitting a paper proposal, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title.

In either case, proposal must be received prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Finance Department and in the IonWave system is the official time of record. Late bids will not be accepted.

PROPOSAL DOCUMENTS

Vendors are expected to review all documents that make up the proposal. Vendors shall notify the city of any omission, ambiguity, inconsistency, or error that they may discover after reviewing the proposal. The city assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposals.

Any addenda or other modification to the proposal documents will be issued by the City prior to the date and time of proposal closing. Such addenda or modification shall be part of the proposal documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda and submit with their bid.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington.

In the event this proposal is obtained through any means other than City's IonWave Procurement Portal, the City will not be responsible for the completeness, accuracy, or timeliness of the final proposal documents received from those other sources. Proposal forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

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.

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

OPENING OF PROPOSALS

The Office of Procurement representative responsible for opening proposals shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all proposals received on time, in accordance with solicitation type.

PUBLIC DISCLOSURE:

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

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be publicly disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

COMPLIANCE WITH LAWS:

The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Bidder warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

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

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

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

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 Agent of Record 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.

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.

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 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 RFP 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.

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

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Standard Terms and Conditions

1. APPLICABLE LAW/VENUE: This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.

2. INDEPENDENT CONTRACTOR: Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

3. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.

4. CONFLICT OF INTEREST: The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

5. SEVERABILITY: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

7. REMEDIES: No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

8. TARGET ARLINGTON: In performing this contract, Contractor agrees to use diligent efforts to purchase all goods

and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

9. M/WBE: As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

10. PAYMENT TERMS: All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

11. TAXES: The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

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

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

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

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

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

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

18. RIGHT OF INSPECTION: City shall have the right to inspect the goods upon delivery before accepting them.

Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

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

B20. PRICE WARRANTY: The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

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

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

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

24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY: Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in

such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

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

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

27. RECYCLE MATERIALS: Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted. The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

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

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

Agreement for violations of this provision by Seller.

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

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

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

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract.

Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

33. NON-DISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, 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.

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

provision by Seller.

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

36. TERMINATION FOR DEFAULT: The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder.

Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

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

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

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

40. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

41. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

42. 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.

43. 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.

44. 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.

45. 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)

1 7 Evaluation for Award or Rejection of Proposals

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.

Evaluation criteria and selection process is included in the **Evaluation Criteria Attachment**

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 vendor to comply with rules, policies, and practices relating to contracting with MWBE firms 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.

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 Lonwave 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

BIDDERS QUALIFICATION:

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. 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 relative to the scope of work.

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. 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.

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)

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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 the following 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. Or to multiple vendors as primary/ secondary, primary/primary, or any combination that allows for continuous use with no disruptions to the work expected.

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

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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)

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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 all the required 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 \$1,000,000 for each accident, \$1,000,000 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
Procurement 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
2 **Company Name:**

(Required: Maximum 1000 characters allowed)

2
3 **Local Address:**

(Required: Maximum 1000 characters allowed)

2
4 **Phone**

(____) _____ - _____ ext: _____

(Required)

2
5 **Email:**

(Required: Email address)

2
6 **Primary Point of Contact responsible for work performed under this contract:**

(Required: Maximum 1000 characters allowed)

2 7	Years in Business: <input type="text"/> <i>(Required: Numbers only)</i>
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2 8	Years of Experience performing this type of work: <input type="text"/> <i>(Required: Numbers only)</i>
----------------	---

2 9	Has your business operated under any other names? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
----------------	---

3 0	If yes, what names: Explain the circumstances of the change: <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------	---

3 1	Total Value of work currently under contract: <input type="text"/> <i>(Required: Numbers only)</i>
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3 2	Total Value of work in place within the past 12 months: <input type="text"/> <i>(Optional: Numbers only)</i>
----------------	---

3 3	Percentage of work self-performed on this contract: <input type="text"/> % <i>(Required)</i>
----------------	---

3 4	References The vendor shall 3 projects similar to size and scope which were completed during the past three (3) years and similar to size and scope. The City may also consider any previous City projects or contracts. Following the submission, each vendor shall be prepared to furnish any additional information as the City may reasonably request regarding vendors equipment and personnel. The information provided shall constitute an integral part of this response.
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3 5	Reference 1 REFERENCE 1
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3 6	Reference #1 Contact Person's Name <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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37 Reference #1 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

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

(Required: Maximum 1000 characters allowed)

39 Reference #1 Phone Number

() - ext:

(Required)

40 Reference #1 Email

(Required: Email address)

41 Contract Information

Contract Information

42 Contract Amount

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

\$

(Required: Numbers only)

43 Contract Completion

Select the date the contract was completed.

/ /

(Required)

44 Contract Work Description

Provide a description of the work completed.

(Required: Maximum 4000 characters allowed)

45 Reference 2

REFERENCE 2

46 Reference #2 Contact Person's Name

(Required: Maximum 1000 characters allowed)

47 Reference #2 Contact Person's Place of Business

(Required: Maximum 1000 characters allowed)

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

(Required: Maximum 1000 characters allowed)

49 Reference #2 Phone Number

(____) ____ - _____ ext: _____

(Required)

50 Reference #2 Email

(Required: Email address)

51 Contract Information

Contract Information

52 Contract Amount

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

\$ _____

(Required: Numbers only)

53 Contract Completion

Select the date the contract was completed.

___/___/_____

(Required)

54 Contract Work Description

Provide a description of the work completed.

(Required: Maximum 4000 characters allowed)

5 5	Reference 3 REFERENCE 3
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5 6	Reference #3 Contact Person's Name <i>(Required: Maximum 1000 characters allowed)</i>
--------	---

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

5 8	Reference #3 Address: Street, City, State, Zip Code <i>(Required: Maximum 1000 characters allowed)</i>
--------	--

5 9	Reference #3 Phone Number <input type="text" value="(____) _____ - _____"/> ext: <input type="text"/> <i>(Required)</i>
--------	--

6 0	Reference #3 Email <input type="text"/> <i>(Required: Email address)</i>
--------	---

6 1	Contract Information Contract Information
--------	---

6 2	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 3	Contract Completion Select the date the contract was completed. <input type="text" value="___/___/____"/> <i>(Required)</i>
--------	---

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

(Required: Maximum 4000 characters allowed)

65 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)

Bid Lines

1 Furnish and install

Quantity: 6 UOM: EA Price: \$ Total: \$

Item Notes: all component upgrades at each existing site as needed to provide compatibility with ALERT 2 network

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Furnish and install

Quantity: 2 UOM: EA Price: \$ Total: \$

Item Notes: Complete STAND ALONE flood monitoring equipment assembly for BOWMAN BRANCH AT MANSFIELD WEBB ROAD AND LYNN CREEK AT SILO ROAD LOCATIONS, including but not limited to, foundation, riser, cabinet assembly, flood monitoring sensors, rain gauge components, transmission equipment, power source(s), and other appurtenances.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 Furnish and install

Quantity: 3 UOM: EA Price: \$ Total: \$

Item Notes: advance warning flasher beacon assembly including foundation, poles, mounted signage, flasher components, power source, and receiver equipment to communicate with master unit

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Prepare preliminary and final

Quantity: 1 UOM: LS Price: \$ Total: \$

Item Notes: engineering plans for 3 proposed sites including site layout and detail sheets as described within project scope.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 Perform

Quantity: 1 UOM: LS Price: \$ Total: \$

Item Notes: configuration of existing sites, setup of new sites, creation of active alarm notifications, and ensure all connections are provided within Conrail systems

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

6 Provide

Quantity: 18 UOM: EA Price: \$ Total: \$

Item Notes: Inspection and maintenance to existing and proposed sites on semi-annual basis

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

7 Furnish and Install

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: Complete MASTER flood monitoring equipment assembly for BOWMAN BRANCH AT WEBB FERRELL ROAD LOCATION, including but not limited to, foundation, riser, cabinet assembly, flood monitoring sensors, rain gauge components, transmission equipment, RELAY TO SECONDARY (FLASHER) ASSEMBLIES, power source(s), and other appurtenances.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

8 *Line deleted as part of an Addendum*

9 *Line deleted as part of an Addendum*

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