



**INVITATION FOR SEALED BIDS  
BID #W2018-45-A  
for  
CITY OF WYLIE SAND & GRAVEL PRICE AGREEMENT**

***BIDS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT  
CITY OF WYLIE  
NANCY LEYVA  
BUYER  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098***

*PRIOR TO:*  
**March 29, 2018 prior to 3:00 PM CT**

**LATE BIDS WILL NOT BE ACCEPTED**

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Glenna Hayes C.P.M, A.P.P.  
Purchasing Agent  
[glenna.hayes@wylietetexas.gov](mailto:glenna.hayes@wylietetexas.gov)  
972 516 6140**

**Nancy Leyva  
Buyer  
[nancy.leyva@wylietetexas.gov](mailto:nancy.leyva@wylietetexas.gov)  
972 516 6131**

**Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**

# CITY OF WYLIE INSTRUCTIONS FOR BIDDING

## CITY OF WYLIE GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylieneews.com](http://www.wylieneews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award
  - F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.
10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".
11. **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.
12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: <http://www.wylietexas.gov/departments/finance/purchasing.php>.
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City's web site 72 hours prior to the meeting of the City Council under the terms of the Texas Open Meeting Act ([http://www.wylietexas.gov/city\\_government/boards\\_agendas\\_and\\_minutes/city\\_council3.php](http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php)).

## GENERAL TERMS AND CONDITIONS

### Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
33. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
34. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.
36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
38. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.

40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

## **CONTRACT:**

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
42. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR

REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

47. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

END OF SECTION

**SECTION I  
W2018-45-A  
NOTICE TO BIDDERS**

**CITY OF WYLIE SAND & GRAVEL PRICE AGREEMENT**

**DEFINITIONS**

- The terms “City” or “Owner” as used throughout these documents will mean the City of Wylie, Texas (as the lead agency).
- The terms “Contractor”, “Vendor” or “Bidder” is used throughout these documents will mean the Contractor submitting a bid.

**DESCRIPTION & TERM**

The City of Wylie (City) is accepting sealed bids for a fixed price, Price Agreement to establish a qualified list of contractors for sand and gravel. Services include furnishing all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for performing all work required for the delivery of sand and gravel materials to 949 Hensley Lane Wylie, TX 75098 and job sites located within the City. The initial terms of the agreement will be for one (1) year and the City reserves the right and option to extend the term of the agreement for three (3) additional one (1) year periods upon the same terms and conditions. The City may also, at its option, with or without cause, terminate the agreement upon thirty (30) days written notice (see paragraph 47/ General Terms and Conditions). It is the intent of the City to award contracts to all qualified bidders.

**GENERAL INFORMATION**

Price agreements are used to establish a qualified contractor listing for items and/or services that are purchased repetitively over a period of time that cannot be quantified. When more than one vendor has been awarded a price agreement for any item and/or service, the using departments will select a contractor from the qualified list based on the scope of work, pricing and availability.

The Public Works Department will contact awarded contractors on an as needed basis to deliver various sand and gravel materials to 949 Hensley Lane Wylie, TX 75098 or job sites located within the City. **Note:** This agreement does not cover “new” construction.

**QUESTIONS DEADLINE**

**March 23, 2018 @ 12:00 pm NOON CT**

**QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX**

All questions must be submitted in writing to the City of Wylie Buyer, and must include contact person, address and email.

Nancy Leyva  
Buyer, City of Wylie  
[nancy.leyva@wylietexas.gov](mailto:nancy.leyva@wylietexas.gov)

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department.

## **ADDENDUMS**

All interpretations, answers to questions, corrections and/or changes to a bid solicitation, or extensions to the opening date will be made by addendum. Addendums will be published in writing and will be made available via the City of Wylie Purchasing Department web site at <http://www.wylietexas.gov/departments/finance/purchasing.php>.

The bidder is required to acknowledge receipt of addendums on **Exhibit G**.

**It is the responsibility of all bidders to check the City's web site for all addendums.**

## **BIDS DUE**

One (1) original and two (2) hard copy sealed bid submitted **prior to March 29, 2018 @ 3:00 pm CT**

All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, are the sole responsibility of the bidder. Note: Bids will be registered by automatic clock stamp. The City of Wylie Purchasing Department clock stamp is the official clock, and no other time sources will be accepted.

1. Bid Receiving Location:  
Wylie Purchasing Department  
300 Country Club Road, 1<sup>st</sup> Floor (Utility Billing Window)  
Wylie, TX 75098  
972-516-6131
  
2. Sealed: All bids must be sealed and the face of the envelope must contain the following information:  
Bid No.: W2018-45-A  
Name of Project: CITY OF WYLIE SAND & GRAVEL PRICE AGREEMENT  
Name of Bidder: Contractor Name
  
3. Bids are valid only if deposited at designated receiving location prior to receiving time.
  
4. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

## **TIME SCHEDULE**

<b>Advertising:</b>	<b>March 7 &amp; March 14, 2018</b>
<b>Bid Release</b>	<b>March 7, 2018</b>
<b>Questions Deadline:</b>	<b>March 23, 2018 prior to 12:00 pm Noon CT</b>
<b>Bids Due:</b>	<b>March 29, 2018 prior to 3:00 pm CT</b>



**SECTION II  
W2018-45-A  
SCOPE OF WORK**

**INTRODUCTION**

The City of Wylie is issuing a competitive sealed bid for the supply of sand and gravel materials. The Contractor's own trucks will deliver the sand and gravel materials on an as needed basis to 949 Hensley Lane Wylie TX 75098, or job sites located within City.

Quantities listed in "Exhibit B Bid Form" represent estimated annual usage. Amounts are given for the information of bidders and for the purpose of bid evaluation. They do not establish an obligation on the part of the participating agencies to order any quantity, nor do they limit the supply to be made available. Actual order quantities will depend upon requirements of the agencies as well as funds appropriated. The successful bidder(s) will be required to supply the specified goods and services at the bid price throughout the term of the contract. This bid will be awarded to multiple bidders, and the resultant contracts will be utilized based on price, distance to the job site, availability (e.g., plant closure, road closure, etc.) and environmental conditions.

**SPECIFICATIONS AND REQUIREMENTS**

Deliveries must pre-scheduled for access inside of gated property. Products shall be dumped in open area specified by the City representative. **Delivery hours: Monday – Friday 7:00 am to 3:30 pm**

**PRICE ADJUSTMENTS**

No request for a price escalation will be considered for the first six months of the contract period.

**SECTION III  
W2018-45-A  
SUBMITTALS**

In order to facilitate the award process, bidders are requested to submit all documents below with their bids. All submittals will be researched, evaluated and verified by City of Wylie staff members.

- **Exhibit A – Insurance Certificate & Endorsement Pages** Vendors must submit insurance certificates and endorsement pages indicating coverage as listed on "City of Wylie Insurance Requirements"
- **Exhibit B – Bid Form**
- **Exhibit C – Client Work History** Vendor to provide a minimum three (3) year work history for **projects of a similar size and scope**. The City reserves the right to contact any or all work history contacts. Work history should not contain work *not directly performed* by Vendor's Company.
- **Exhibit D – Contact Worksheet** - Vendor must provide a contact listing. Bids received without this worksheet may be deemed as non- responsive
- **Exhibit E – Compliance with Federal, State, Local Laws and City Charter**
- **Exhibit F – Vendor Acknowledgment**
- **Exhibit G – Conflict of Interest Questionnaire**

**EXHIBIT A**  
**W2018-45-A**  
**INSURANCE REQUIREMENTS – CONSTRUCTION SERVICES**

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, and their sub-contractors (herein called “Contractor”.)

By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract. The City reserves the right to amend or require additional coverages depending on the nature of the work or project.

A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certificates shall also be supplied upon expiration.

Contractor also acknowledges that in award of a contract, the bid specification and/or the issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.

**The City of Wylie Contract # and Project Name must appear on all certificates.**

**A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES:**

The following terms are required by the City of Wylie, Texas for all policies:

- The cost of such insurance shall be included in the contractor’s bid.
- Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees (TX Administrative Code Chapter 110, Subchapter B, Rule 110.110), or any other “persons providing services on the project” as set forth in this section.
- Duration of the project includes the time from the beginning of 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 - 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 services related to a project.
- Upon written request by the City, Contractor shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- All policies must be issued by a company that maintains a rating of “A- VI” or better by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,

- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for non-payment.
- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.

1. General Liability and Automobile Liability Coverages:

- Additional Insured - The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Named Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized
- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising (including but not limited to death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance) from work performed by the contractor or sub-contractors for the City.
- Primary Coverage - The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

3. Builders Risk/Renovation Builders Risk Insurance

- Completed value form, insurance carried must be equal to the completed value of the structure, and shall protect Contractor, Owner, and Consulting Engineer against risks of damage to buildings, structures, and materials and equipment.
- Additional Insured - The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's".

**B. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. General Liability:

- ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable. City to be listed as Additional Insured, and a specific Waiver of Subrogation.

2. Workers Compensation:

- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. City to be provided a specific Waiver of Subrogation. Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability:

- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- Automobile liability limits may vary based on overall project costs, and limits may only be reduced if approved by written bid specification or in writing by the City of Wylie Purchasing Department.

4. Builders Risk Coverage

- Builders' Risk Insurance (Installation and Materials Risk): Completed value form, insurance carried must be equal to the completed value of the structure, and shall protect Contractor, Owner, and Consulting Engineer against risks of damage to buildings, structures, and materials and equipment. City to be listed as Additional Insured.

**C. MINIMUM LIMITS OF INSURANCE** Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability:

Unless otherwise stated in the bid specifications, a general commercial liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000) for each occurrence, and Two Million and 00/100 (\$2,000,000) in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- Premises / Operations
- Broad Form Contractual Liability
- Products and Completed Operations
- Personal/Advertising Injury
- Broad Form Property Damage
- Explosion Collapse and Underground (XCU) Coverage
- Independent Contractors

2. Workers Compensation and Employer's Liability:

Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.

3. Automobile Liability (Bodily Injury and Property Damage):

Automobile liability limits are required per the following project costs, and limits may only be reduced if approved by written bid specification or in writing by the City of Wylie Purchasing Department.

- Contract Value < \$100,000: \$500,000 combined single limit
- Contract Value between \$100,000 - \$500,000: \$1,000,000 per occurrence, \$1,000,000 in the aggregate or \$1,000,000 combined single limits.

- o Contract Value >\$500,000: \$1,000,000 per occurrence, \$2,000,000 in the aggregate or \$2,000,000 combined single limits.

4. Builders' Risk Insurance (Installation and Materials Risk):

Completed value form, insurance carried must be equal to the completed value of the structure, and shall protect Contractor, Owner, and Consulting Engineer against risks of damage to buildings, structures, and materials and equipment. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor, Owner, and Consulting Engineer. City shall be listed as Loss Payee.

5. Umbrella Liability Limit

One Million and 00/100 (\$1,000,000) that follows form over underlying Automobile Liability and General Liability coverage.

**D. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**E. VERIFICATION OF COVERAGE:**

- Contractor shall provide the City with certificates of insurance indicating coverage's required.
- The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must be a certificate form that has been approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Contractors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**EXHIBIT B  
W2018-45-A  
BID FORM**

Vendor: \_\_\_\_\_

Deliveries must pre-scheduled for access inside of gated property. Products shall be dumped in open area specified by the City representative. **DELIVERY HOURS: Monday – Friday 7:00 am to 3:30 pm**

Item	Estimated Quantities	Description	Unit Price
1	60 Yards	Wash Sand	\$ _____ / delivered
2	150 Yards	Cushion Sand	\$ _____ / delivered
3	40 Yards	¾" Embedment Gravel (Pea Gravel)	\$ _____ / delivered
4	150 Yards	Sandy Loam	\$ _____ / delivered
5	250 Yards	Flex Base	\$ _____ / delivered
6	100 Yards	1" Embedment Rock (Storm Drain Projects)	\$ _____ / delivered
7	100 Yards	4" x 6" Rip Rap	\$ _____ / delivered
8	50 Yards	12" x 18" Rip Rap	\$ _____ / delivered

**Additional:**

Discounts \$ \_\_\_\_\_ OR \_\_\_\_\_ %

Cut Off Time for Placing Orders \_\_\_\_\_

Please Include Any Price Break for Quantities More Than Listed \_\_\_\_\_

**EXHIBIT C  
W2018-45-A  
CLIENT WORK HISTORY**

Vendor: \_\_\_\_\_

Totals of Years in Business: \_\_\_\_\_

**CURRENT CONTRACTS:**

Bidder is to list all active contracts of similar size and scope of work

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FORMER CONTRACTS:**

Bidder is to provide information regarding former contracts:

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_
  
2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_
  
3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_

In the last three years, have you been released or removed from a job prior to the job being completed?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give reason(s) \_\_\_\_\_



**EXHIBIT D  
W2018-45-A  
VENDOR CONTACT INFORMATION**

Vendor: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**SUPERVISOR**

Supervisor Responsible For Contract: \_\_\_\_\_

Supervisor Cell Phone Number: \_\_\_\_\_

Supervisor Email: \_\_\_\_\_

**ACCOUNTING**

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

**PLACING ORDERS**

Ordering/Sales Contact: \_\_\_\_\_

Ordering/Sales Phone Number: \_\_\_\_\_

Ordering/Sales Email: \_\_\_\_\_

**EXHIBIT E**  
**W2018-45-A**  
**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a response to this solicitation, the Firm hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The Firm certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and execution of a contract, the Firm will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a response to this solicitation, the Firm agrees to comply with Texas Government Code Section 2252.908. Firm agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The Firm certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Firm for all persons who will provide services to City.

**COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of the submitting Firm or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

**DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

**DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL**

Government Code 2270 (Texas HB 89 effective 9/1/2017): the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**Authorized Representative:**

Company Name: \_\_\_\_\_

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

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

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

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

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 2018 to certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**EXHIBIT F  
W2018-45-A  
VENDOR ACKNOWLEDGEMENT**

**The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.**

Company Name: \_\_\_\_\_

Principal Place of Business Address: \_\_\_\_\_

\_\_\_\_\_

Principal Place of Business Phone: \_\_\_\_\_

E-mail Address of Representatives: \_\_\_\_\_

Authorized Representative:

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

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

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

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

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

CONFLICT OF INTEREST QUESTIONNAIRE

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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