



**COMPETITIVE SEALED BID  
W2016-8-A  
for  
BUILDING INSPECTION SERVICES**

***BIDS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT  
CITY OF WYLIE  
GLENNA HAYES  
PURCHASING AGENT  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098***

*PRIOR TO:*  
**MARCH 24, 2016 prior to 3:00 PM CST**

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

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972 516 6131

**Time Critical Competitive Sealed Bid 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 OF WYLIE (CITY).

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylienews.com](http://www.wylienews.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.
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 sent 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 damages.
  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 by emailing: [purchasing@wylitetexas.gov](mailto:purchasing@wylitetexas.gov); please include "Bid Summary Request for Bid #..." in the email subject line.
  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 ninety-six (96) hours prior to consideration by the City Council by emailing: [purchasing@wylitetexas.gov](mailto:purchasing@wylitetexas.gov).

## 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 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, 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:** VENDOR/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THE CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES,

SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THE CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VENDOR/CONTRACTOR, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR 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-INFRINGING 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 FOR DEFAULT:** the City of Wylie 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:** 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.

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

## I. INTRODUCTION

**Definitions:**

Bidder, Prospective Bidder, Contractor	Vendor,	Company or firm submitting an offer in response to this bid.
Successful Bidder, Successful Contractor	Vendor,	Company or firm who has successfully entered into a contract with the City of Wylie.
City		City of Wylie and/or its designee
Contract Administrator		City of Wylie designated administrator

**A. General Information**

The City of Wylie is requesting Competitive Sealed Bids for a third party Service Provider to perform building inspection services as outlined Section III of the specification. Bids will be evaluated according to the stated criteria, and staff will make an award recommendation which represents the “Best Value” to the City. All expenditures made under a resulting contract will be on an as needed basis by the City.

**B. Term of Engagement:**

The initial term shall be from the date of contract execution through the current fiscal year ending September 30, 2016. The City reserves the right and option to extend contract for up to two (2) additional fiscal years (October 1 – September 30).

**C. Mandatory Elements and Best Value Evaluation Criteria:**

Firms submitting bids must provide proof that all personnel assigned to the City have and maintain their required certifications and credentials as required by the State of Texas and the City of Wylie. City minimum requirements are:

- State Licensing – Plumbing Inspector
- State Certification – Permit Technician
- State Licensed - Code Enforcement Officer
- ICC Certifications for the Residential or Commercial trade being inspected.
- Valid DL State of Texas.

Bids will be evaluated using the stated criteria. The City reserves the right to request additional information or clarifications from firms as may be necessary. The City makes no commitment to any respondent beyond consideration of the submitted written responses.

The bids submitted will be evaluated by the City as follows:

**Technical Qualifications: 70%**

- **Experience (Firm and Personnel)** **20%**
- **Additional Certifications and Continuing Education** **10%**
- **Methods of Communications** **10%**
- **Reports** **15%**
- **Invoicing processes** **15%**

**Pricing** **30%**

**D. Reservation of Rights:**

The City reserves the right to waive any and all informalities, defects, or minor irregularities; request additional information and/or presentations from any and all submitting proponents, reject any and all bids, and/or re-advertise the project to begin the process again. The City may also accept or reject any alternates that may be set forth in the bid. The issuance of this bid, and the acceptance of offers, does not constitute an agreement by the City of Wylie that it will enter into a contract with a respondent for this project.

**E. Response Expenses:**

All costs associated with the preparation of this bid shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

**F. Questions Deadline: March 21, 2016 @ 12:00 p.m. CDT**

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Wylie – Purchasing Department will accept written questions up until 12:00 NOON (CT) on **March 21, 2016**. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any City employee other than the Purchasing Department. Responses will be published in the form of an addendum.

All inquires must include contact person, address and email, and must be submitted in writing prior to the deadline to:

Glenna Hayes C.P.M.  
Purchasing Agent, City of Wylie  
[glenna.hayes@wylietexas.gov](mailto:glenna.hayes@wylietexas.gov)

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

**G. Addendums: It is the responsibility of each Firm to monitor and retrieve all addendums**

All questions will be responded to in the form of an addendum. Addendums will be published through: Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) or City of Wylie Purchasing Web Site at <http://www.wylietexas.gov/departments/finance/purchasing.php>

**H. Submission of Bids & Pricing: March 24, 2016 prior to 3:00 p.m. CDT**

Respondents must provide **one (1) original, three (3) bound copies. Pricing must be submitted in a single separately marked envelop and included with the copy marked “original”.**

All bids must be received in a sealed envelope or box with the bidnumber and respondent’s name clearly marked:

“BID# W2016-8-A BUILDING INSPECTION SVCS”

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the submitter. All responses must remain valid for at least 90 days, and will remain the property of the City of Wylie.

It is the sole responsibility of the respondent to ensure timely delivery of the bid. The City will not be responsible for the failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposing firm.

All documents must be received in the City of Wylie Purchasing Department **prior to 3:00 P.M. (CST) on March 24, 2016**

City of Wylie  
 Attn: BID# W2016-8-A BUILDING INSPECTION SVCS  
 Purchasing Department  
 300 Country Club Rd.  
 Wylie, TX 75098

**I. Public Opening: March 24, 2016 @ 3:00 P.M. CST**

Bidss will be publicly opened at the City of Wylie by the Purchasing Department. Only the names of the firms submitting bids will be read aloud at the public opening.

**J. Procurement Schedule**

Task	Date
Bid Released	March 9, 2016
Public Advertisement	March 9 and 16, 2016
Questions Deadline	March 21, 2016 prior to 12:00 noon CST
Release of Addendum	March 21, 2016
<b>Submissions are due</b>	March 24, 2016 prior to 3:00 pm CST
Evaluation of Bids	Begin on March 28th
Award by City Council	tbd

**K. 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.

**L. Insurance Requirements:**

The selected respondent shall be required to provide proof of insurance within ten (10) business days of request, in the amounts indicated in the City's "Insurance Requirements" document. Respondent must submit insurance Accord forms and accompanying endorsement pages for insurance to be valid and acceptable to the City.

**M. Certificate of Interested Parties (Form 1295) – Successful Bidder Only:**

The Texas Legislature adopted House Bill 1295 effective January 1, 2016, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity **prior to any signed contract and/or vote by the governing authority.**

The Filing Process:

1. Prior to award by the City of Wylie Council, your firm will be required to log in to the Texas Ethics Commission [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a “Certificate number”. Your firm must **print, sign and notarize Form 1295.**
3. The notarized certificate **must be forwarded to the City of Wylie Purchasing Agent** within **ten (10) business days** from notification of pending award by the City Purchasing Agent.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call The Texas Ethics Commission at 512-463-5800.

**N. Independent Contractor, Written Contract & Notice To Proceed:**

Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Wylie, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The successful vendor must execute a **CONTRACT** within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the City, a corporate resolution, certificate of partnership, agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture. The resulting contract must be in a form approved by the City’s Attorney, and the City does not agree to necessarily accept terms the respondent may propose within the submitted bid documents. Vendor shall not begin work under the contract until written approval has been received from Contract Administrator. Notice to proceed will typically be sent via email.

END OF SECTION

**City of Wylie Insurance Requirements  
CONSULTING / PROFESSIONAL SERVICES**

**Services performed by consultants or other professional, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, medical Doctors and Materials Testing.**

**Service provider 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 service provider, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance and accompanying endorsement pages meeting all requirements and provision outlined shall be provided to the City of Wylie prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certification shall also be supplied upon expiration.**

**A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES:** The following terms are required by the City of Wylie, Texas for all policies:

- Consultant shall obtain and maintain all required policies at no expense to the City.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- Consultants 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.
- Upon written request by the City, Consultant 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.
- 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,
- Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

**B. VERIFICATION OF COVERAGE:**

- Service provider shall provide the City of Wylie with certificates of insurance and accompanying endorsement pages indicating the coverage required.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**C. MINIMUM SCOPE OF INSURANCE:**

- ISO Form GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only. Claims Made forms are not acceptable, except for professional liability policies.
- Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 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.
- Professional Liability, also known as Errors and Omissions coverage.

#### **D. MINIMUM LIMITS OF INSURANCE AND OTHER PROVISIONS:**

##### **GENERAL LIABILITY INSURANCE:**

- A general liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for third party bodily injury, personal injury, and property damage. Policy will include coverage for:
  - Premises / Operations
  - Broad Form Contractual Liability
  - Products and Completed Operations
  - Personal Injury
  - Broad Form Property Damage
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as “additional insured “ relative to liability arising out of activities performed by or on behalf o the provider, products and completed operations of the provider, premises owned, occupied or used b the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.
- The service provider’s insurance coverage shall be primary insurance in respects to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers. Any insurance or self-insurance maintained by the City of Wylie, its officers, agents, representatives, employees, boards and commissions, or volunteers shall be in excess of the provider’s insurance and shall not contribute with it.
- The service provider’s insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured’s limits of liability.
- Such policy shall provide for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.

##### **REQUIRED WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE:**

- Workers’ Compensation statutory limits as required by the Labor Code of the State of Texas
- Employers’ Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease- Each Employee, and \$1,00,000 Bodily Injury by Disease-Policy Limit
- The service provider waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider’s workers’ compensation and employers’ liability or commercial umbrella liability insurance. Service Provider 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.

##### **AUTOMOBILE LIABILITY:**

- Automobile liability limits are required at \$1,000,000 each accident. Limits may only be reduced if approved in writing by the City of Wylie Purchasing Department. Automobile liability shall apply to all owned, hired, and non-owned automobiles.
- Such policy shall name the City, its officers, agents, representatives, employees, boards and commissions, and volunteers as “additional insured “ relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afford to the City of Wylie, its officers, agents, representatives, employees, boards and commissions, and volunteers.

##### **PROFESSIONAL LIABILITY INSURANCE:**

- A professional liability (errors and omissions) insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate.
- Any deductible must be listed on the certificate, and evidence of the contractor’s deductible amount in the form of the appropriate declaration page.

- “Claims made” policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City of Wylie.

**E. CIRCUMSTANCES REQUIRING UMBRELLA COVERAGE OR EXCESS LIABILITY COVERAGE:**

- If Project size and scope warrant, Contractor shall provide upon written request by the City, an umbrella coverage or excess liability coverage insurance policy in the amount of Two Million and 00/100 Dollars (\$2,000,000.00).

END OF SECTION

## II. GENERAL BACKGROUND INFORMATION

### A. City:

Wylie is at a unique time in its history. Rapid population growth has expanded the City's population by nearly a 175% increase during the last decade. A sizable portion of Wylie is less than twenty years old yet the City is nearing build-out. With the last updated Comprehensive Master Plan having been completed in 1999, the change from extremely rapid growth to a pattern of slower growth and redevelopment demands a new long term vision for Wylie.

The City serves an area of 32 square miles with a population of 45,000. Further information about the City of Wylie can be obtained at <http://www.wylietexas.gov>.

The City currently employs the following positions: Certified Building Official, 2 Residential Inspectors, 1 Permit Technician, 2 Code Enforcement Officers and 1 administrative services support person. As growth continues and with the increase of housing starts and new subdivisions, optimum staffing for the City would include 1 additional Inspector and a Plan Reviewer.

The City has adopted the following Current Model Codes and Amendments (including future updates and/or as adopted). The selected firm will be required to perform all work under applicable federal, state and local codes and ordinances as published and/or amended.

- 2012 International Building Code
- 2012 International Mechanical Code
- 2012 International Plumbing Code
- 2012 International Fuel Gas Code
- 2012 International Fire Code
- 2012 International Residential Code
- 2012 International Property Maintenance Code
- 2012 International Swimming Pool and Spa Code
- 2012 Existing Building Code
- 2011 National Electric Code
- 2009 International Energy Conservation Code

### B. Current Guidelines for Builders to Interface with the City:

- Inspection cutoff is 4pm on the day prior to inspection.
- All rough-in inspections are scheduled at the same time, (i.e., Frame/Electrical Rough/Mechanical Rough/Plumbing Top-out/Gas test.
- If the residential structure has a gas and electric meter, the meter inspection is scheduled at the same time.
- All final inspections are scheduled at the same time, (i.e., Building Final/Electrical Final/Mechanical Final/Plumbing Final.
- All paperwork required for finals are turned into the Building Department prior to scheduling the Finals. Building Inspectors DO NOT pick up paperwork onsite.
- All permits and inspections continue to go through the Building Department regardless of who we have inspecting the project.
- Re-inspections may be scheduled individually.

**C. Vendor/Contractor Employee Conduct: The successful contractor shall comply with the following,**

- Vendor/contractor employees must remain courteous to the public and City of Wylie employees at all times while at a work site. Conflicts, or potential conflicts regarding the required work shall be reported to the Wylie Contract Administrator. Employees may not bring non-employee personnel with them while completing their duties under this contract.
- Vendor shall remove any personnel at will, or who is deemed by the City to be negligent, incompetent, or endangers persons or property.
- The employees of vendor will not consume/possess alcohol or tobacco products, or use/possess any illegal drugs; misused or abuse legally prescribed drugs, or be under the influence of such while on City property and/or while carrying out the requirements of the contract. The vendor shall immediately remove any such employee from the work site.
- City notification to vendor of complaints concerning the aforementioned shall be in writing if time and circumstance permits. Otherwise, notification shall be verbal or by telephone, and shall be confirmed in writing as soon as possible.
- Vendor shall require its employees to report to work in clean appropriate clothing in good condition, including shirt, pants and under garments. Uniforms and/or identification badges worn by employees shall indicate vendor's name in a manner clearly identifiable to the public. Safety vests may be required at certain locations, and should be provided by the vendor.
- A City vehicle will be provided for inspections positions.
- City will provide cellular tablets and telephones that are assigned to the vehicles.

**III. SCOPE OF WORK**

The City is requesting services and fee structures that provide the following generalized areas of expertise. The position titles are meant to indicate levels of qualifications, and are not meant to preclude firms from submitting bids which may vary in title but are for all intents and purposes the same. All vendor responses will be evaluated under the stated criteria.

General Information: The Building Department is under the direction of the Director of Development Services, and is responsible for coordinating all plan reviews, building inspections (commercial and residential), and code enforcement functions

- A. Building Official:** Under direction of the Director of Development Services; coordinating the work of the department including plan review, building inspection, code enforcement and permit processing. May interact with management staff, City Council, Construction Board, Planning and Zoning Commission and Zoning Board of Adjustments as needed.
- B. Building Inspections:** Under the general direction of the City's Chief Building Official, the inspector shall carry out comprehensive field inspections (including enforcing and administering the building codes). In addition, the inspector may review plans and/or attend meetings as requested.

C. **Code Enforcement Officer** is responsible for the enforcement of multiple provisions of the City of Wylie Code of Ordinances, including but not limited to:

- Conducting field investigations of reported complaints of municipal code, ordinance, and resolution violations
- Researching tax and water records to find information on property owners/violators
- Identify, inspect, gather evidence through legal survey of possible Abandoned, Nuisance or Dangerous Buildings
- Assist the City in any legal aspects of enforcing the City Code of Ordinances (such as investigating complaints or appearing as an expert witness).

C. **Permit Technician**: is responsible for general administration functions, including but not limited to:

- Answer telephones, route calls, and questions within established guidelines.
- Permit Intake.
- Greet visitors with courtesy and tact (strong customer services skills)
- Prepare cash tickets, receipts.
- May be required to attend various board meetings, take minutes when needed.
- Prepare various documents on computer as directed by the supervisor and other department personnel (must be proficient in MS Office 2010)
- Maintain department files in a timely manner, accessible to department personnel.
- Maintain excellent attendance record.

END OF SECTION

## IV. VENDOR SUBMITTALS

Qualified firms submitting bids are asked to submit the following information:

### Section 1: Introduction

History and general information about the firm; as well as overall experience performing similar work for other municipalities (Client Work History).

NOTE: Firms must clearly identify management and persons with controlling interest; and any and all partnering third parties, joint ventures or other associations providing the offered services.

### Section 2: Description of Services, Position Titles and Qualifications

- Service Offered by Position Title
  - General overview
  - Required licenses, certifications and general qualifications for the position
  - Minimum level of experience required for the position
  - Task details

### Section 3: Work Methodology and Practices

- Information on how personnel are hired (verification of certifications, back-ground checks, screening, are the employees bonded),
- How the firm will interact with City personnel; areas of responsibility
- Methods of availability or contact with the City and/or the public (office hours/appointments, meetings, email, phone, texting)
- Inspection completion time and percentage of completion within the time frame
- Space, materials, equipment, or equipment access required from the City
- Continuing education plan as it relates to maintaining all required certifications in the disciplines of residential and commercial construction (plumbing, electrical, energy conservation and HVAC)
- Contingency plan to provide personnel during absences
- Reports to be provided to the City; samples

### Section 3: Fees **(submit in a separate, sealed envelop with the copy marked "original")**

- Fee Structures or Plans
- Invoicing Plan:
  - Description of the firms invoicing plan
  - Frequency
  - Sample invoice including backup documentation

### Section 4: City Required Documents

- Insurance Certificates verifying coverage as required by the City
- Conflict of Interest Form
- Vendor Acknowledgement Form



## **CLIENT WORK HISTORY**

Bidder is to list all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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) \_\_\_\_\_.

W2016-8-A

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

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

**CERTIFICATION OF ELIGIBILITY**

The bidder/proposer 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 time of award, the bidder/proposer 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 bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer 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.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The bidder/proposer 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 bidder/proposer for all persons who will provide services to City.

**CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR 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 CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER: SIGNATURE PAGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

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

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

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to certify with witness my hand and official seal.

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



**W2016-8-A  
BUILDING INSPECTION SERVICES**

**Vendor Acknowledgment Form**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Authorized Representative:

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

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

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

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

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

# 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.