



**BEST VALUE SEALED BIDS
W2019-115-A
for**

WYLIE VEHICLE PREVENTATIVE MAINTENANCE

**DUE TO THE PURCHASING DEPARTMENT
CITY OF WYLIE
NANCY LEYVA
BUYER
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

**PRIOR TO:
January 8, 2020 prior to 3:00 PM CST**

SUBMIT ORIGINAL and TWO HARD COPIES

LATE SUBMITTALS WILL NOT BE ACCEPTED

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

**Glenna Hayes C.P.M, A.P.P.
Purchasing Manager
glenna.hayes@wylietexas.gov
972 516 6140**

**Nancy Leyva
Buyer
nancy.leyva@wylietexas.gov
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 AND TERMS FOR BIDDING

THE FOLLOWING 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. 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. **ETHICS:** The bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Wylie.
3. **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.
4. **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)
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **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.
7. **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.
8. **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.
9. **NON-RESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252; A bidder who's principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving Federal funds. The City reserves the right to request additional information from all vendors to determine compliance.
10. **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, and the City reserves the right to request a certified copy of the policy.

11. **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.....”.
12. **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.
13. **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.**
14. **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.
15. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
16. **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.
17. **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.
18. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
19. **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.
20. **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.

21. **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.
22. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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/purchasing/bid_tabulations.php.
28. **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.
29. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
30. **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.
31. **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 Opening Meeting Act (http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php).

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

32. **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.

33. **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.
34. **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.
35. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor, and constitutes a contract and any/all insurance requirements are in full effect. 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.
36. **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 product(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.
37. **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.
38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **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.
40. **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.
41. **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:

42. **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.

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:** CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) 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 PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, 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. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR 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 CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH 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-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 AND DEFENSE OBLIGATIONS HEREIN SURVIVE 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. 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.
52. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Additional instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

W2019-115-A
WYLIE VEHICLE PREVENTATIVE MAINTENANCE
SECTION I

TERMS:

- “Owner” or “City” as used throughout these documents will mean the City of Wylie, Texas.
- “Contractor,” “Vendor,” “Respondent” is used throughout these document will mean the independent contractor submitting a bid.

INVITATION: The City is accepting Competitive Sealed Bids

Project Title:	W2019-115-A WYLIE VEHICLE PREVENTATIVE MAINTENANCE
Project Address:	Various locations as shown in the specification
Owner Name:	City of Wylie

GENERAL DESCRIPTION & TERM

The City of Wylie is seeking sealed bids from qualified vendors to provide preventative maintenance (PM) services and general repairs for light duty and heavy-duty City fleet vehicles. The City’s fleet is made up of approximately 154 vehicles, comprised of light duty cars and trucks (3/4 ton and less), heavy-duty trucks (1 ton or more) and heavy equipment. Maintenance and repairs include, but are not limited to; tune ups, engine repair and replacement, transmission repair and replacements, brakes, tire repair and replacement, alignments, electrical & ventilation repairs, oil and other fluid and filter changes, lubrications, etc.

The City intends to award to multiple qualified bidders providing the best value for the City. This is not a low bid solicitation based on price alone. All bidders must provide documentation and information requested in this solicitation in order to determine the best value.

PRE-BID MEETING: **December 18, 2019 @ 9 am CST**

All bidders are encouraged to attend this pre-bid meeting prior to submitting their offer. Bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this competitive sealed bid. Verbal side discussions at the meeting shall not be considered part of the bid unless confirmed in writing by the City and incorporated through the addendum. Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

***Questions can be submitted prior to the Pre-Bid Meeting to:**
nancy.leyva@wylietexas.gov

PRE-BID MEETING LOCATION:

Wylie Public Works
949 Hensley Lane, Building 300
Wylie, TX 75098

QUESTIONS/INQUIRY DEADLINE **December 27, 2019 prior to 12:00 Noon CST**

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

Respondents may request clarification or interpretation of the bid documents. Any such requests must be in writing and may be submitted to the City Purchasing Department up until the questions deadline. All responses will be published in an addendum.

Nancy Leyva, Buyer

nancy.leyva@wylietetexas.gov

Verbal inquiries will not be accepted, and respondents shall refrain from seeking additional information, clarification or other communications from any outside agency, City Council member, City employee or its agents, other than the Purchasing Department. Any information obtained through any other source other than these specifications and/or an addendum as non-responsive.

ADDENDUMS

Answers to all questions will be published in writing through an addendum by the Wylie Purchasing Department and posted on the City's web site.

- City of Wylie – <http://wylietetexas.gov/departments/purchasing/index.php>

It is the responsibility of the respondent to verify issuance and obtain all addendums prior to the bid opening, and to acknowledge receipt of the addenda in their response. All addendums will be made a part of the contract document.

BID RECEIVING AND OPENING

DUE TO THE CITY OF WYLIE PURCHASING DEPARTMENT

"Original" Copy - Submit one (1) labeled "Original" which must include:

- **An original signature on the transmittal letter**

"Copies" - Submit an additional three (2) hardcopies of the entire response. Signatures may also be copies.

- **Sealed Bids:** All bids must be sealed and the face of the envelope must contain the following information:
Bid No.: **W2019-115-A**
Name of Project: **Wylie Vehicle Preventative Maintenance**
Respondent: Your Company Name, Address
- **Bid Receiving Date and Time:** **January 8, 2020 prior to 3:00pm CST**

- **Bid Receiving Location:**
Wylie Purchasing Department
300 Country Club Road, 1st Floor (Utility Billing Window)
Wylie, TX 75098
972-516-6140
- **Bid Opening Location:** Immediately following the closing of the bids

Wylie City Hall 2nd Floor Conference Room
300 Country Club Road, Building 100
Wylie, TX 75098
- Sealed bids are valid only if deposited at designated receiving location prior to receiving time.
- All sealed bids shall be registered by automatic time clock at time of deposit.
- Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.
- All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, is the sole responsibility of the bidder.

TIMELINE (all time listed are for Central Time)

Advertising	December 4, 2019 & December 11, 2019
Bid Released	December 4, 2019
Pre-Bid Meeting	December 18, 2019 at 9am CST
Questions Deadline	December 27, 2019 prior to 12:00 Noon CST
Addendum Released	December 30, 2019
Bids Due	January 8, 2020 prior to 3:00 pm CST

EVALUATION CRITERIA

The City shall award a contract to the responsible bidder providing the best value for the City. This is not a low bid solicitation based on price alone. All bidders must provide documentation and information requested in this solicitation in order to determine the best value.

Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, “Best Value” will be determined by considering:

- | | |
|-------------------------------|-----|
| 1. <u>Price</u> | 40% |
| 2. <u>Client Work History</u> | 30% |
| 3. <u>Additional Services</u> | 20% |
| 4. <u>Warranty</u> | 10% |

INTERVIEWS, PRESENTATIONS and BEST AND FINAL OFFERS:

To treat all Respondents fairly, requests for interview prior to the closing time and date will not be permitted. The City reserve the right to conduct interviews and or request presentations from any Respondents after the close date and time. Respondent recognizes and understands that any cost incurred by the Respondent which arises from a submittal of a response to this bid, or subsequent interviews (if applicable), shall be the sole responsibility of the Respondent. City reserves the right to request a best and final offer from any or all offerors.

RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY:

Waiver of Claims: Each Respondent by submission of a Response to this bid waives any claims it has or may have against the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this bid, including, the administration of the bid, the bid evaluation, and the selection of qualified Respondents to receive a Request for Qualifications. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

CONTRACT TERM:

It is the intent of the City to enter into an initial contract term of one (1) year, with three (3) City optional one-year renewal periods. Pricing shall be fixed and firm for the initial 12 month period.

RESERVATION OF RIGHTS

Respondent understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project.

INSURANCE

ALL RESPONDENTS must submit with their Response, proof of insurance coverage as stipulated in **Attachment C**. Proof shall be by submission of copies of current policies or current Certificates of Insurance including the effective dates of coverage. Any provisions outlined in **Attachment C** will be required of the successful Vendor(s).

INDEPENDENT CONTRACTOR:

Provider agrees that they are an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agent, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Provider, its offers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Providers.

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER

By submitting a bid in response to this solicitation, the Respondent hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See "COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER" form.

CONFIDENTIAL OR PROPRIETARY INFORMATION

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and / or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. If a Respondent believes that parts of a response are confidential, then the Respondent must so specify. The Respondent must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the Respondent believes to be confidential. The City of Wylie in conjunction with the Texas Office of the Attorney General will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded.

END OF SECTION

W2019-115-A
WYLIE VEHICLE PREVENTATIVE MAINTENANCE
SECTION II OVERVIEW

I. BACKGROUND/ INTRODUCTION

The City of Wylie is seeking sealed bids from qualified vendors to provide preventative maintenance (PM) services and general repairs for light duty and heavy-duty City fleet vehicles and heavy equipment. The City's fleet is made up of approximately 154 vehicles, comprised of light duty cars, trucks (3/4 ton or less), heavy-duty trucks (1 ton or more) and heavy equipment. Maintenance and repairs include, but are not limited to; tune ups, engine repair and replacement, transmission repair and replacements, brakes, tire repair and replacement, alignments, electrical & ventilation repairs, oil and other fluid and filter changes, lubrications, etc.

Vendor must be able to obtain and install new original factory or equivalent quality parts, regardless of vehicle manufacturer. Vendor shall have under their employ and assigned to this contract at least one (1) National Institute for Automotive Service Excellence (ASE) certified technician. Certification should be as Master Tech but individual area certifications may be accepted. Vendor shall submit ASE certification information for their staff with their bid. Vendors shall have employees and drivers that possess a valid commercial driver's license. Vendor must also provide valid proof of insurance (See Attachment C). The City prefers their vehicles take priority over all other work, as the vehicles are often used for emergencies and public service, and cannot be out of service for an extensive amount of time. Preference may be given to the vendor who can provide priority service to City vehicles without the need for an appointment and for same day service when repair/maintenance being performed permits. Vendor should indicate if such preference is included as part of the bid. **Maintenance and repairs to City emergency equipment (lights, sirens etc.) and portable radios are not included as part of this contract**

Vendors are encouraged to submit a bid for any line items they are qualified to perform. The City reserves the right to award in part or in whole, and to compare submitted bids against all state, local and cooperative agreements in determining the Best Value to the City.

II. SCOPE OF WORK

Service Requirements

Vehicles will be sorted into lots – light duty vehicles (3/4 tons or less) and heavy duty vehicles (1 ton or more). The City would prefer 'on- site' PM services but realizes without a City shop facility, the available services provided may be limited. For '**on-site**' services, vendor shall perform services at multiple locations throughout the City. These locations are all exterior locations and can vary between concrete, asphalt, dirt and/or gravel surfaces. The City shall consider vendor transport of City vehicles for 'off-site' servicing to vendor's location for PM and repair services to be performed. All '**off-site**' PM services will be performed at the vendor's licensed and insured shop. Outsourcing of any portion of the work must be at a licensed and insured shop and pre-approved by the City. Vehicles will be dropped at vendor location when maintenance is needed. City staff may deliver or pick-up vehicles.

Service Times for Preventative Maintenance Services

Service times for PM services shall vary. The City's work hours are The City recognizes vendor's work different hours during the week. If necessary, after hours services shall start after 5:00 PM Monday - Friday and all day Saturday and Sunday and may include Holidays. Vendor shall indicate when they shall perform PM Services within their submitted bid.

Scheduling of PM Services

Vehicles shall be scheduled for PM services according to mileage, hours and/or date, or a combination thereof. Each unit may have its own unique requirements as to scheduling of PM. This may include manufacturer's recommendations, Vendor maintenance program, and/or City's requirements. Fleet Services Department shall be contact person for scheduling PM services. No minimum number of units is guaranteed per 'on-site' or 'off-site' PM Service. Multiple units may be scheduled at one time to suit City of Wylie operating requirements. Maintenance schedule shall be coordinated with awarded vendor(s). Individual City departments shall be notified of services required and dates of such services and shall be responsible to ensure vehicles are available to vendor for required services.

Two Vehicle Groups (Lots) of Preventative Maintenance Services

The City has identified two (2) vehicle groups (lots) of preventative maintenance (PM) services based on vehicle type. Level 'A' light-duty vehicles (3/4 ton or less). Level 'B' heavy-duty vehicles (1 ton or more) and heavy equipment. All PM and general repair replacement parts shall be new and meet or exceed Original Equipment Manufacturer (OEM) specifications. Oils, lubricants and other fluids shall meet or exceed OEM specifications and requirements. **Lot 'A' and 'B' PM Service, Inspection, or annual PM may consist of, but is not limited to:**

Preventative Maintenance

- Lube, tire rotation, oil change, oil filter replacement, oil and filter to all driveline components, i.e.; engine, transmission, differentials and axles.
- Lubrication of entire chassis or unit
- Top off of all fluid levels, check antifreeze protection level
- Replace fuel filter(s), replace coolant filter(s) (if applicable), replace water separator filter (if applicable). **As Needed.**

Maintenance

Vendor should inspect or review other vehicle components and note any additional maintenance recommendations. No additional repairs shall be done without prior authorization from Fleet Services Department

- Tire repair, replacement rotation, mounting and balancing with stems.
- Repair and replacement of all brake components, i.e.; disk pads, drum shoes, drums, rotors, cylinders, lines and fluid.
- Repair and replacement of climate control systems, i.e.; heater cores, a/c condensers and compressors, radiators, controls and related components.
- Repair and replacement of exhaust systems and related components, including DEF and DPF systems.

- Minor engine repair including, but not limited to; tune up, glow plugs, spark plugs and modules, belts, hoses, water pumps, starters, and alternators.
- Major engine repair including, but not limited to; removal and replacement of cylinder heads, manifolds, timing covers, pumps, fuel systems, turbos and related components.
- Repair and replacement of electrical components, relays, modules, computers and circuitry.
- Repair and replacement of steering and suspension and related components, i.e.; springs, shock absorbers, ball joints, tie rod ends, sway links, struts and control arms.
- Transmission repair and/or replacement.

Other

- Perform state inspections.
- Completion of a standard vehicle inspection report

Vendor pricing for Vehicle Groups (Lot 'A' or 'B') PM Service shall include all costs for the above listed items. Top off of all fluids shall mean all vehicle fluids are topped off to required levels as part of PM Service and shall be included in total cost. No additional fees are allowed for Lot 'A' or 'B' PM services. This includes any miscellaneous charges or disposal fees. Vendor cost of Lot 'A' or 'B' PM service shall be all inclusive. Vendor shall provide their PM Lot 'A' or 'B' inspection report with bid submittal.

Inspection reports for each PM service completed shall be submitted to Fleet Services Department upon completion of PM Service or within two to three (2-3) days after services have been completed.

All units shall be started and fluid levels checked and topped off after any PM Service has been performed.

Vendor shall immediately notify Fleet Services Department if an unsafe or dangerous situation is found and is noted during PM Service inspection. Vendor(s) shall contact the Fleet Services Department, during normal business hours, with details once a vehicle is deemed unsafe.

Additional Work / Normal Repair

Work not identified and/or included in this document shall require 'pre-authorization' by the Fleet Services Department. Vendor shall submit an 'estimate' which includes vendor's total charges for such repairs. This 'estimate' may be provided via email to Fleet Services Department. The City will provide authorization or denial of any additional repairs and/or services usually within 24 hours, Monday through Friday and as quickly as possible Saturday and Sunday if notification is received by the City prior to noon. Fleet Services Department will provide vendor with a verbal authorization to proceed followed by written authorization, as required, sent to vendor via email from the Fleet Services Department. Tires may be included as part of this bid at City discretion. Cost for additional services should be based on vendor's hourly labor rate and stated parts pricing discounts. If vehicle repair is beyond the scope of services provided by the awarded vendor, transportation to a vendor who can repair the issue may be required. An example of this would be warranty/extended warranty repairs. City, if required, would transport vehicle to and from dealer for warranty work unless authorized to process warranty repairs. Repairs performed by a vendor which are eligible for warranty coverage may not be reimbursed. Vendor shall be responsible to confirm warranty/extended warranty coverage for eligible repairs. City shall determine if vehicle may be sent to another vendor for warranty or additional repairs beyond the ability of initial awarded vendor (Section II Scope of Work).

Estimates

Vendor shall provide free written estimates of all work to be performed. Unit number and mileage and/or hour meter reading shall be on all estimates and invoices. Prior to work commencing authorization must be received from the Fleet Services Department. Under no circumstances shall the Contractor start on repairs or painting prior to receiving written authorization. If any additional work is needed after receiving authorization from the City, a revised estimate will need to be submitted for additional approval. Any work performed outside of the scope of what is authorized will not be reimbursed and shall not be billed to the City.

Repairs

Vehicles shall be reassembled to factory specifications and use certified original equipment manufacturer (OEM) parts. Mechanical repairs shall comply with industry standards and authorization shall be acquired from the City **prior** to all such repairs. Welding shall meet manufacturers approved methods. Contractor must be experienced and capable of making repairs to fiberglass, sheet molding compound (SMC) or carbon fiber material, plastic, aluminum, structural steel, and sheet metal. Contractor shall align suspension (front, rear, or both) if required to restore vehicle to manufacturer's specifications.

Vendor Qualifications

Vendor shall have under their employ and assigned to this contract at least one (1) National Institute for Automotive Service Excellence (ASE) certified technician. Certification should be as Master Tech but individual area certifications may be accepted. Vendor shall submit ASE certification information for their staff with their bid. Vendors shall have employees and drivers that possess a valid commercial driver's license.

Vendor Service Vehicles for On-Site services

Vendor shall indicate in their submittal the number and type of on-site service vehicles they shall utilize for performing services under this contract. This should include, but not be limited to, number of vehicles, model year, vehicle class or model and services available from this unit or units. Vendor service vehicles should be self-sufficient. Utility services, water, electrical, etc. are not readily available for use at on-site service locations.

Anticipated Service Locations for On-Site Services

- Public Works Facility 949 Hensley Lane, Building 100, Wylie TX 75098

Vendor Facility for Off-Site services

Vendor shall describe within their submittal their off-site facility to be utilized for performing services under this contract. This should include, but not be limited to, location, number of service bays and services available. Vendor must also provide current certificate of insurance, hours of work, dedicated staff, etc.

Environmental Standards

Vendor shall comply with all environmental standards specifically required by Federal, State and Local jurisdictions pertaining to preventative maintenance and repair services.

Vendor shall dispose of all waste products generated during PM or repair services and repairs to include, but not be limited to, used oil (all types), used anti-freeze and used oil filters (all types), replaced parts, etc., according to Federal, State and Local rules and regulations.

For 'on-site' services, vendor must explain in detail how all hazardous materials, inclusive of oils, fuels, fluids, lubricants and replacement parts are handled during their disposal process.

Vendor PM and Replacement Parts and Supplies

All PM and general repair replacement parts shall meet or exceed Original Equipment Manufacturer (OEM) specifications. Oils, lubricants and other fluids shall meet or exceed OEM specifications and requirements.

W2019-115-A
VEHICLE PREVENTATIVE MAINTENANCE
SECTION V - SUBMITTAL REQUIREMENTS

Attachment A	Bid Form A: Preventative Maintenance
Attachment B	Bid Form B: Additional Services
Attachment C	Garage/Repair Shop Insurance Requirements
Attachment D	Client Work History
Attachment E	Compliance with Federal, State, Local Laws and City Charter
Attachment F	Vendor Supplemental Information
Attachment G	Vendor Acknowledgment Form
Attachment H	Conflict of Interest Questionnaire

**W2019-115-A
VENDOR PROPOSAL
ATTACHMENT A
BID FORM A: PREVENTATIVE MAINTENANCE**

Vendor Name: _____

Please refer to Section II – Scope of Work for vehicle preventative maintenance requirements.

A. Preventative Maintenance - Light Duty (LD) Vehicles

A1. Preventative Maintenance		
	Classifications	Cost
LD 1	Sedans	\$ _____
LD 2	1/2 Ton and 3/4 Ton	\$ _____
LD 3	PPV Tahoes	\$ _____
LD 4	Vans	\$ _____
Warranty for Parts and Labor		_____

A.2 Other Services Maintenance or Repair			
	Classifications	Hourly Rate	Materials Discount
LD 1	Sedans	\$ _____	_____ %
LD 2	1/2 Ton and 3/4 Ton	\$ _____	_____ %
LD 3	PPV Tahoe's	\$ _____	_____ %
LD 4	Vans	\$ _____	_____ %
Warranty for Parts and Labor			_____

B. Preventative Maintenance - Heavy Duty (HD) Vehicles

B1. Preventative Maintenance		
	Classifications	Cost
HD 1	1 Ton - Sprinter Van, Buses	\$ _____
HD 2	2 Ton - Utility	\$ _____
HD 3	Specialty – DEEMP, MRAP, Humvee	\$ _____
Warranty for Parts and Labor		_____

**W2019-115-A
VENDOR PROPOSAL
ATTACHMENT B
BID FORM B: ADDITIONAL SERVICES**

Vendor Name: _____

Please indicate if additional services below are offered.

Additional Services	Yes	No
Towing		
Pick-Up		
Delivery		
On-Site		
Records Retention of City Vehicles		
After Hours Service		
Hours Available for Delivery and Pick-Up	_____	
Number of Vehicle Bays at Shop	_____	
Number of Employees	_____	
Vehicle Pick-Up Trip Cost	\$ _____	
Disposal Fee: Batteries, Tires, Hazardous Waste	\$ _____	

Additional information Vendor would like to include:

W2019-115-A
ATTACHMENT C: INSURANCE REQUIREMENTS

CITY OF WYLIE

GARAGE/REPAIR SHOP INSURANCE REQUIREMENTS

Vendors shall provide the City a certificate of insurance and accompanying endorsement pages evidencing the coverage and coverage provisions identified herein. Vendors shall provide the City evidence that any/all subcontractors performing work on their behalf have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. 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 obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work. **Vendor also acknowledges that issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.**

Type of Insurance	Minimum Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) Product Damage to City Property or others.	\$1,000,000 per occurrence, \$2,000,000 general aggregate; Or \$2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating <u>"Occurrence" form only, "claims made" forms are unacceptable.</u>
Garage Liability Coverage (CA 00 05) to include: <ul style="list-style-type: none"> • Liability Coverage • Product Coverage (items sold or manufactured by shop) • Auto Coverage • Employee Dishonesty 	\$1,000,000 per occurrence	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating <u>"Occurrence" form only, "claims made" forms are unacceptable.</u>
Garagekeepers Legal Liability Coverage Storage Location Coverage	\$100,000.00; or the stated value of the equipment; whichever is greater.	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating <u>"Occurrence" form only, "claims made" forms are unacceptable.</u>

Questions regarding this insurance should be directed to the City of Wylie,
 Glenna Hayes, Purchasing Agent at (972) 516-6140

**W2019-115-A
ATTACHMENT D
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) _____

W2019-115-A
VEHICLE PREVENTATIVE MAINTENANCE
ATTACHMENT E

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

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

CERTIFICATION OF ELIGIBILITY

The Provider 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 Provider 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 Provider agrees to comply with Texas Government Code Section 2252.908. Provider 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 for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The Provider 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 Provider for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER 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 Provider 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 Provider 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 Provider 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 _____

**W2019-115-A
ATTACHMENT F
VENDOR SUPPLEMENTAL INFORMATION**

The following information is required for contract development.

1. In what state was your business formed? _____

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____

Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____

Mailing Address _____ City _____ State _____ Zip _____

4. Is your company minority or woman owned? Yes No

a. If yes, specify: MBE WBE

b. Has your company been certified MBE or WBE by any governmental agency? Yes

No

c. If yes, specify the governmental

agency: _____

Date of certification: _____

5. Select one of the following:

- a. Sole Proprietorship
- b. General Partnership
- c. General Partnership
- d. General Partnership
- e. Limited Partnership
- f. Corporation
- g. Limited Liability Company
- h. Other Entity (not listed)

6. Complete the following:

Company Legal Name: _____

Business address: _____

City _____ State _____ Zip _____



**W2019-115-A
ATTACHMENT G
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.