



**COMPETITIVE SEALED BID
W2020-34-A
for**

CITY OF WYLIE PEST CONTROL SERVICES

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

**PRIOR TO:
March 5, 2020 prior to 3:00 PM CST**

SUBMIT ORIGINAL and THREE 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@wylitetexas.gov
972 516 6140**

**Nancy Leyva
Buyer
nancy.leyva@wylitetexas.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.

W2020-34-A
PEST CONTROL SERVICES
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 proposal.

INVITATION: The City is accepting Sealed Proposals

Project Title:	W2020-34-A CITY OF WYLIE PEST CONTROL SERVICES
Project Address:	Various locations as shown in the specification
Owner Name:	City of Wylie

GENERAL DESCRIPTION

The City of Wylie (“City”) is seeking proposals from experienced and qualified professionals or organizations to provide Pest Control Services. Services include the application of chemicals, inspection of facilities and grounds, installation and maintenance of bait traps. The awarded vendor shall furnish all labor, tools, equipment, materials, insurance, supervision and any other item necessary to perform services as required by the bid specification. This bid will be awarded to the vendor providing the Best Value to the City as determined by the published evaluation criteria. The initial term of the contract will be for one (1) year, plus three (3) City optional one-year renewal periods. Pricing shall be fixed and firm for the initial 12 month period.

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>	<u>40%</u>
2. <u>Client Work History</u>	<u>30%</u>
3. <u>Equipment</u>	<u>10%</u>
4. <u>Longevity of Business</u>	<u>10%</u>
5. <u>Employee Longevity</u>	<u>10%</u>

PRE-BID MEETING: February 21, 2020 @ 10 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@wylitetexas.gov

PRE-BID MEETING LOCATION: Wylie City Hall 2nd Floor Conference Room
300 Country Club Road, Building 100
Wylie, TX 75098

MANDATORY SITE VISIT: Must be completed prior to submitting bid

It is the responsibility of all vendors submitting bids, to self-inspect and review the work site locations. Attachment D - Site Visit Affidavit must be submitted with all bids.

Bids submitted from vendors who have not completed the site visit will not be considered.

QUESTIONS/INQUIRY DEADLINE February 27, 2020 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@wylitetexas.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.

BID DOCUMENTS AND ADDENDUMS

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

- Demand Star – <https://www.demandstar.com/>
- City of Wylie – <http://wylietexas.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 (3) hardcopies of the entire response. Signatures may also be copies. Do not include any pricing in these copies.

Sealed Bids: All bids must be sealed and the face of the envelope must contain the following information:

Bid No.:	W2020-34-A
Name of Project:	CITY OF WYLIE PEST CONTROL SERVICES
Respondent:	Your Company Name, Address

Bid Receiving Date and Time: **March 5, 2020 prior to 3:00pm CST**

Bid Receiving Location:

Wylie Purchasing Department
300 Country Club Road, 1st Floor (Utility Billing Window)
Wylie, TX 75098
972-516-6131

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.

PROCUREMENT SCHEDULE:

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes.

Task	Date
Advertising	February 12 and February 19, 2020
Bid Release	February 12, 2020
Pre-Bid Meeting	February 21, 2020 @ 10:00 am CST
Mandatory Site Visit	Must be completed prior to submission of bid
Questions Deadline	February 27, 2020 @ 12:00 noon CST
Addendum Released	February 28, 2020
Bids Due	March 5, 2020 prior to 3:00 pm CST

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.

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.

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.

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

W2020-34-A
PEST CONTROL SERVICES
SECTION II - REQUIREMENTS

A. General Specifications

1. **Work Procedures** - The vendor shall schedule all required work to be performed during normal business hours 8am-5pm Monday – Friday. All monthly service must be completed on a regular schedule within a period of 3 days (i.e first Monday, 3rd Thursday) unless have prior approval. Variances in Scheduling and Special scheduling requirements for treatments in occupied areas must be approved by Designated City Representative **prior** to work.
2. **Check-In Procedures** – Vendor must check-in and check-out with staff when working in an occupied building.
3. **Safety Requirements** - Vendor shall provide all required safety signage. All employees shall have proper safety devices and equipment, including uniforms with company name, and applicable Personal Protective Equipment (PPE). All equipment and personal protective equipment shall meet OSHA and TXDOT safety standards. Warning signs shall be in accordance with all local, state and/or federal laws. If a vendor is discovered working without necessary safety devices or equipment in place, they will be required to stop all work in progress. Vendor will not be allowed to return to work until adequate safety equipment and/or devices are in place. The Vendor shall ensure that his/her employees shall comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.
4. **Employee Conduct** - Vendor and employees must remain courteous to the public and City of Wylie employees at all times while at the work site. Conflicts, or potential conflicts between required work and public use of a location, shall be reported to the Designated City Representative. Employees may not bring non-employee personnel with them while completing their duties on City of Wylie property.

Vendor shall remove any personnel at will or that 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 or be under the influence of such while on City property and/or while carrying out the requirements of this agreement. The vendor shall immediately remove any such employee from the work site.

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.

5. **Employee Appearance** – Vendor shall require its employees to report to work in clean uniforms in good condition, including shirt, pants, and **OSHA approved safety vest (when required)**. Uniforms worn by employees shall indicate vendor’s name and employee’s name in a manner clearly identifiable to the public. Safety vests should also have vendor’s name stenciled on the back in a manner that is clearly identifiable to the public. Vendor must ensure that employees properly wear required uniform at all times. If a vendor’s employees are discovered working without necessary uniforms or safety vests, they will be required to stop all work in progress. Vendor will not be allowed to return to work until all employees are in required uniforms and safety vests.
6. **Equipment Condition** - All equipment used on job sites shall be kept in good and safe operating condition at all times. Equipment repairs or service of equipment, such as routine maintenance, will not be allowed on City property unless necessary to restore equipment mobility.

Vendor shall ensure that all vehicles and trailers utilized under this contract will be clean, free of mud, dirt and grime, without noticeable rust spots and faded paint. All vehicles, trailers, and rider type equipment used by vendor shall be identified with company name or logo, with vehicle identification numbers conspicuously displayed on door or side panels. Numbers must be at least 3" in height and be in contrast to the color of the equipment. Properly done hand lettering, magnetic signs, or pressure sensitive decals may be used to comply with this specification.

7. **Supplies and Equipment** – The City will not furnish any supplies and/or materials under this contract. Successful bidder or bidders will be required to submit to the City a list of all products to be used during the execution of this contract for approval.

Vendor must provide MSDS sheets for all chemicals intended to be used and application procedures (Example: spraying liquid or applying solid/granule by spreader)

Vendors must provide their own equipment. No equipment or bulk chemicals will be stored on site.

- B. **Treatment Types** - The following standards will be used to determine the quality of services being provided.

TYPE A	
Monthly Treatment	<ul style="list-style-type: none"> • Check interior areas and access points and treat as needed • Place rodent boxes as needed. Check and refill bait on existing boxes • Inspect ground and treat any ant beds as needed
2 Month Rotation	<ul style="list-style-type: none"> • First Month – Spray exterior perimeter of all buildings at each site • Second Month – Apply ant and insect bait to all grassy areas on site
TYPE B	
Monthly Treatment & 2 Month Rotation	<ul style="list-style-type: none"> • Perform all requirements of Section A as well as “mop” for spiders and webs on exterior of building as well as inside all apparatus bays
TYPE C	
Quarterly Treatment	<ul style="list-style-type: none"> • Spray exterior perimeter of all buildings at each site • Place rodent boxes as needed (minimum of 1 at each location) Check and refill bait on existing boxes
TYPE D	
As-Needed Basis	<ul style="list-style-type: none"> • Locations in Treatment Type D will be on an As-Needed basis by quote

C. Performance/Service Specifications

Required Equipment - Vendor shall possess such equipment as will be necessary for the successful completion of the maintenance requirements, including trucks or other vehicles suitable for the transport of employees and chemicals.

Licensing Requirements – All vendors must have the required State licenses (Mandatory with bid submittal). Vendors may include any additional licenses employees have.

D. Facility Locations - See “Attachment A: Bid Form” containing the City’s Facility Locations

E. Additional Services

Termite treatment, and wildlife exclusion and removal on an as needed basis for all building with a quote and prior approval. All Services are subject to callouts for any issues that arise and must be responded to within 24-business hour at no additional charge to the City.

W2020-34-A
SECTION III
VENDOR SUBMITTAL REQUIREMENTS

- | | |
|--------------|---|
| ATTACHMENT A | BID FORM |
| ATTACHMENT B | CONTRACTOR PERSONNEL AND POLICY INFORMATION |
| ATTACHMENT C | WYLIE GENERAL INSURANCE REQUIREMENTS |
| ATTACHMENT D | SITE VISIT AFFIDAVIT |
| 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 |

**W2020-34-A
VENDOR PROPOSAL
ATTACHMENT A: BID FORM A**

Vendor Name: _____

**Include pricing on City locations below. Treatment Type can be found in Section II – Part B. Treatment Types
*Treatment Type D is on an As-Needed Basis by Quote***

City Of Wylie - Facility Types and Locations			
Name	Address	Treatment Type	Price
Public Facilities			
City Hall	300 Country Club Rd - Building 100	A	\$ _____
Recreation Center	300 Country Club Rd - Building 200	A	\$ _____
Library	300 Country Club Rd - Building 300	A	\$ _____
Public Safety Building	2000 Hwy 78 North	A	\$ _____
Public Works	949 Hensley Lane - Building	A	\$ _____
Parks Offices	949 Hensley Lane - Building	A	\$ _____
Animal Control Office	949 Hensley Lane - Building	A	\$ _____
Senior Rec Center	800 Thomas	A	\$ _____
Brown House	North Ballard St	A	\$ _____
Fire Station 1	South Ballard St	B	\$ _____
Fire Station 2	555 Country Club Rd	B	\$ _____
Fire Station 3	210 W. A. Allen	B	\$ _____

Public Parks			
Founders Park	851 Hensley	A	\$ _____
Community Park	800 Thomas	A	\$ _____
Olde City Park	112 South Ballard Ave	A	\$ _____
Birmingham Farms	725 Odenville Dr	D	As-Needed Basis by Quote
Friendship	1621 White Ibis Way	D	As-Needed Basis by Quote
Creekside North	300 Nathan Drive	D	As-Needed Basis by Quote
Creekside South	3105 Hinnant Court	D	As-Needed Basis by Quote
Kings Bridge Estate	2600 Irene Dr	D	As-Needed Basis by Quote
Dodd	1501 Selma Ln	D	As-Needed Basis by Quote
Lakeside Estates	300 Lakehurst Dr	D	As-Needed Basis by Quote
Parkside	2106 Lakefield Dr	D	As-Needed Basis by Quote
Riverway	1200 Riverway Ln	D	As-Needed Basis by Quote
Sage Creek	2906 Ryan Dr	D	As-Needed Basis by Quote
Joel Scott Memorial	424 Westgate Way	D	As-Needed Basis by Quote
Municipal Complex Trail	300 Country Club Rd	D	As-Needed Basis by Quote
Kirby	300 Masters Ave	D	As-Needed Basis by Quote
Meadowview Estates	406 Carver Dr	D	As-Needed Basis by Quote
Muddy Creek Preserve	5351 Pleasant Valley Rd	D	As-Needed Basis by Quote

Public Park Continued

Southbrook	231 Shadybrook Dr	D	As-Needed Basis by Quote
Stone Ranch	803 Moreno Ct	D	As-Needed Basis by Quote
Twin Lakes	236 Canyon Lake Dr	D	As-Needed Basis by Quote
Valentine	1202 Birmingham St	D	As-Needed Basis by Quote
Kreymer Estates	101 Lyndhurst Dr	D	As-Needed Basis by Quote
OnCor	961 East Brown	D	As-Needed Basis by Quote
Avalon	1312 East Brown	D	As-Needed Basis by Quote
Braddock	1300 Elm Dr	D	As-Needed Basis by Quote
Eureka	351 Rutherford Ave	D	As-Needed Basis by Quote
Pheasant Creek	1705 Harvest Crossing Dr	D	As-Needed Basis by Quote
Trinity Trailhead	1815 Skyview	D	As-Needed Basis by Quote
Wylie Lakes	2124 Colby Ln	D	As-Needed Basis by Quote
Bozman	1330 Valley Stream Dr	D	As-Needed Basis by Quote
Lewis Ranch	4050 Wylie East Dr	D	As-Needed Basis by Quote
Grayhawk	2301 Ray Hubbard Way	D	As-Needed Basis by Quote

Water Storage			
Decker Tower	26 Decker Court	C	\$_____
Creekside Tower	3007 Francesca	C	\$_____
Ballard	1401 S. Ballard	C	\$_____
Nortex	109 Towngate	C	\$_____
Newport Harbor	1290 Anchor	C	\$_____
Brown St	965 East Brown	C	\$_____
Lift Stations			
Redwood	42 Patricia	C	\$_____
Pheasant Creek	1705 Harvest Crossing	C	\$_____
Watermark	3207 Blue Haven Way	C	\$_____
Rush Creek	2020 Troy Rd	C	\$_____
Windsor	714 Norfolk	C	\$_____
Harvest Bend	638 North Ballard	C	\$_____
Wylie Lakes	2124 Colby	C	\$_____
Bennett Rd	6001 Bennett Rd	C	\$_____

Emergency Sirens			
Public Safety Building	2000 Hwy 78 North	C	\$ _____
Fire Station 1	1401 S. Ballard	C	\$ _____
Fire Station 2	555 Country Club Rd	C	\$ _____
Olde City Park	112 South Ballard Ave	C	\$ _____
Lewis / McMillen	South Side of Mcmillen	C	\$ _____
FM 544	FM 544 between Braddock and Cedar Point	C	\$ _____
FM 1378	Country Club/Anchor on the West Side of Country Club	C	\$ _____

W2020-34-A
ATTACHMENT B
CONTRACTOR PERSONNEL and POLICY INFORMATION

Vendor Name: _____

The following information is required from all contractors submitting bids.

- What percent of employees who will be providing services to the City under these specifications are employed directly by the contractor (in-house employees)? _____%
- What percent of employees who will be providing services to the City under these specifications will be contract labor? _____%

NOTE: If contractor labor is utilized, the Contractor must provide workers compensation insurance that meets or exceeds the City's requirements.

- **Employee Substitutions:** Vendors to include internal policies that address employee substitutions (sick time, vacation, etc.). Information should address notification to the City representative, compliance with City building access, security requirements and back-ground checks without interruption of services.
- **Communication Procedures:** Vendor to include a statement of how communications will be handled with the City for any and all issues. Information should include how day-to-day communications will occur and in what method (such as building or employee scheduling issues), between the cleaning staff, the account manager and the City representative.

**W2020-34-A
ATTACHMENT C
INSURANCE REQUIREMENTS**

**CITY OF WYLIE, TEXAS
INSURANCE REQUIREMENTS - GENERAL PURCHASES**

Contractor and/or service provider (herein called "Contractor") shall procure and maintain for the duration of the contract or services to be performed, insurance as outlined in this document and the cost of such insurance shall be borne by the Contractor. 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.

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

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

- Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees (TX Administrative Code Chapter 110, Subchapter B, Rule 110.110), or any other "persons providing services on the project" as set forth in this section.
- Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project.
- Upon written request by the City, Contractor shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
- All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
- All policies must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
- Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for non-payment.
- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.

1. General Liability and Automobile Liability Coverages:

- Additional Insured - The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Named Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor,

premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising (including but not limited to death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance) from work performed by the contractor or sub-contractors for the City.
- Primary Coverage - The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation

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

B. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. General Liability:

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

2. Workers Compensation and Employer's Liability:

- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. City to be provided a specific Waiver of Subrogation. Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.
- The Contractor 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. Contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

3. Automobile Liability:

- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

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

1. Commercial General Liability:

Unless otherwise stated in the bid specifications, a general commercial liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000) for each occurrence, and Two Million and 00/100 (\$2,000,000) in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents. This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage
- f. Independent Contractors

2. Workers Compensation and Employer's Liability:

- Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- Employers' Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease-Each Employee, and \$1,000,000 Bodily Injury by Disease-Policy Limit.

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

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

- Contract Value < \$100,000: \$500,000 combined single limit
- Contract Value between \$100,000 - \$500,000: \$1,000,000 per occurrence, \$1,000,000 in the aggregate or \$1,000,000 combined single limits.
- Contract Value >\$500,000: \$1,000,000 per occurrence, \$2,000,000 in the aggregate or \$2,000,000 combined single limits.

4. Umbrella Liability Limit (when required)

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

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

E. VERIFICATION OF COVERAGE:

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

**W2020-34-A
ATTACHMENT D
SITE VISIT AFFIDAVIT**

The undersigned authorized representative of:

(Company or Firm Name)

Affirms that each site listed in “**W2020-34-A Attachment A, Bid Form**”, has been visited and reviewed by a representative of the company prior to the bid being submitted. Representative affirms that the locations, requirements and site requirements are understood and accepted in their current condition.

Authorized Representative Signature

Date

Printed Name

Title

W2020-34-A
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 _____, 2020 to certify with witness my hand and official seal.

Notary Public in and for the State of _____

**W2020-34-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 _____



**W2020-34-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.