



INVITATION TO BID

BID NUMBER: 19-0155

BID FOR: Annual Requirements Contract for Window Cleaning Services

BID CLOSING DATE: July 18, 2019

BID CLOSING TIME: 2:00 p.m.

CONTACT: Rosalyn Kula
Purchasing Agent
E-mail: Rosalyn.Kula@arlingtontx.gov
Telephone: 817-459-6337

1. Sealed bids one original, plus one (1) USB Flash drive, subject to the Terms and Conditions of this INVITATION FOR BIDS and other contract provisions, will be received in the **Purchasing Division, Business Office, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**, before the closing time and date shown above.
2. **Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Arlington and have the bid number, closing date, and company name clearly marked on the outside envelope.**
3. Please note that all Notifications, Releases and Amendments associated with this solicitation will be posted on the City's Website at to <https://arlington-tx.ionwave.net/Login.aspx> and Demandstar by Onvia at: www.demandstar.com The City of Arlington will make no attempt to contact vendors with updated information. It is the responsibility of each vendor to periodically check the website for any and all notifications, releases and amendments associated with this solicitation.
4. Late bids will be returned to the bidder unopened.
5. Bids may be withdrawn at any time prior to the official opening.
6. Bids may not be altered, amended or withdrawn after the official opening without the recommendation and approval of the Purchasing Manager.

The undersigned agrees if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 90 calendar days unless stated otherwise herein.

THE UNDERSIGNED, BY HIS/HER SIGNATURE, REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE BIDDER FOR THE AMOUNT SHOWN ON THE ACCOMPANYING BID SHEETS AND HEREBY CERTIFIES FULL COMPLIANCE WITH THE TERMS AND CONDITIONS, SPECIFICATIONS AND SPECIAL PROVISIONS OF THE INVITATION FOR BID. BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ENTIRE DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS THEREIN. BY SIGNING BELOW, YOU ALSO CERTIFY THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE BIDDER, BIDDER QUALIFIES AS A TEXAS RESIDENT BIDDER AS DEFINED IN RULE 1 TAC 111.2.

Company Name and Address:	
	Authorized Person's Signature and Date
Federal Tax ID Number:	Print Name and Title of Person Signing this Document
DUNS Number:	Telephone:
Email:	



BID PRICE SCHEDULE FOR 19-0155

DESCRIPTION

Bids must be submitted on the form furnished by the City and in accordance with the specifications by the estimated quantities listed below. Estimated quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.

BUILDING	QTY	UOM	UNIT COST	EXT. COST
Airport Terminal Interior 5000 S. Collins St.	2	YR	\$ _____	\$ _____
Airport Terminal Exterior 5000 S. Collins St.	12	YR	\$ _____	\$ _____
Airport Control Tower (Windows, Screens, and Blinds) 5000 S. Collins St.	12	YR	\$ _____	\$ _____
Animal Control (1) Building 1000 SW Green Oaks Blvd.	2	YR	\$ _____	\$ _____
George W. Hawkes (Downtown Library interior includes lobby) 100 S. Center Street.	4	YR	\$ _____	\$ _____
Cliff Nelson Recreation Center 4600 W. Bardin Rd.	2	YR	\$ _____	\$ _____
East Branch Library 1624 New York Ave.	4	YR	\$ _____	\$ _____
Municipal Office Tower 101 S. Mesquite Street	2	YR	\$ _____	\$ _____
Fire Prevention Office 405 W. Main St.	2	YR	\$ _____	\$ _____
Fire Resource Management 403 W. Main St.	2	YR	\$ _____	\$ _____
Fire Training Facility 2000 W. Green Oaks Blvd.	2	YR	\$ _____	\$ _____
Fleet Services/Street Division 1015 W. Main St.	2	YR	\$ _____	\$ _____
Handitran Annex 1101 W. Main St.	2	YR	\$ _____	\$ _____
Hugh Smith Recreation Center 1815 New York Ave.	2	YR	\$ _____	\$ _____
John F. Kubala Water Treatment Plant 7001 S. Highway 287 (2) Admin. & Ops. Building	2	YR	\$ _____	\$ _____
Lake Arlington Clubhouse & Office 6300 W. Arkansas Ln.	2	YR	\$ _____	\$ _____
Meadowbrook Recreation Center 1300 Dugan St.	2	YR	\$ _____	\$ _____

Municipal Building (City Hall) 101 W. Abram St.	4	YR	\$ _____	\$ _____
Northeast Branch Library 1905 E. Brown Blvd.	4	YR	\$ _____	\$ _____
Southeast Branch Library 900 SE Green Oaks Blvd.	4	YR	\$ _____	\$ _____
Ott Cribbs PSC Interior Courtyard 620 W. Division St.	4	YR	\$ _____	\$ _____
Ott Cribbs Public Safety Center (includes all exterior and interior of public and safety lobbies) 620 W. Division St.	2	YR	\$ _____	\$ _____
Parks and Recreation 717 W. Main St.	2	YR	\$ _____	\$ _____
Pierce-Burch Water Treatment Plant 1901 Lakewood Dr. (3 buildings) Admin., N. Maint. Bldg. & Lab Bldg.	2	YR	\$ _____	\$ _____
Police Substation – East 2001 New York Ave.	2	YR	\$ _____	\$ _____
Police Training Center 6000 W. Pioneer Pkwy.	2	YR	\$ _____	\$ _____
Senior Nutrition Center 2015 E. Lovers Ln.	2	YR	\$ _____	\$ _____
Senior Recreation Center 1000 Eunice St.	2	YR	\$ _____	\$ _____
Lake Arlington Branch Library 4000 W. Green Oaks Blvd.	4	YR	\$ _____	\$ _____
Tennis Center 500 W. Mayfield Rd.	2	YR	\$ _____	\$ _____
Facility Svc. /Traffic Operations 801 W. Main St.	2	YR	\$ _____	\$ _____
Water Annex North 200 N. Cooper St.	2	YR	\$ _____	\$ _____
Water South Service Center 1100 SW Green Oaks Blvd.	2	YR	\$ _____	\$ _____
Woodland West Library 2837 W. Park Row Dr.	4	YR	\$ _____	\$ _____
Dottie Lynn Recreation Center 3200 Lynnwood Dr.	2	YR	\$ _____	\$ _____
Elzie Odom Recreation Center 1601 NE Green Oaks Blvd.	2	YR	\$ _____	\$ _____
West Police 3909 W. Green Oaks Blvd.	2	YR	\$ _____	\$ _____
Southwest Branch Library 3311 SW Green Oaks Blvd.	4	YR	\$ _____	\$ _____
GRAND TOTAL		\$ _____		
In accordance with the terms, conditions, and scope of goods or services set forth herein, the Bidder hereby submits the aforementioned prices listed.				
Company Name:			Signature:	
Above Prices are F.O.B. DELIVERED		Terms: NET 30	Pricing: FIRM	

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (817) 459-6300 or email Purch@arlingtontx.gov prior to submitting your bid to ensure that you have received addendums.

- A1. BID DOCUMENTS:** Arlington's Website and Demandstar are the only authorized sources for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City on the City's Website and Demand Star.

Location of Bid Documents are available after registration (fees apply and will vary) at:

- Arlington's Website located at <https://arlington-tx.ionwave.net>
- Onvia Demand Star located at www.onvia.com,
- Or, may be picked up via hard copy at location **Purchasing Division, Business Office, 101 S. Mesquite Street, Suite 800, Arlington, Texas 76010**,

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be with all response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the Bidders Response form. Bidders must use complete bid information for accuracy when preparing bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete bids.

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as written addenda shall be distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington. In the event this Bid is obtained through any means other than the City's Website or Demand Star, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid documents received from those other sources. Bid forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

- A2. Preparation of Bid:** Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly notify the Purchasing Manager or designee as ***specified in Section D, Special Conditions***. The submission must be in the form of a written request for interpretation or correction thereof. The bidder submitting the request will be responsible for its prompt delivery, and any necessary follow up.

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

- A3. CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS**

All questions concerning this procurement solicitation must be directed to the Purchasing Agent. Contact information for the Purchasing Agent is listed on cover page of this document.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

Vendors are prohibited from communicating with council members, City officials and their staff, regarding the BID/RFP/RFQ or submittals from the time the BID/RFP/RFQ has been released until posted as a City Council agenda item for consideration by the entire city council.

These restrictions extend to letters, phone calls, emails, social media, or any contact that results in the direct or indirect discussion of the BID/RFP/RFQ or proposal submitted or to be submitted. Violation of this provision by vendor or vendor's agent may lead to disqualification from consideration. Exceptions to the restrictions on communication with City employees include:

Contacts by the vendor with City when such contacts do not pertain to this proposal. Examples include: private (non-business) contacts with the City by the proposer or Proposer's employees acting in their personal capacity; presentations and/or responses to inquiries initiated by City Staff; and if a representative of the proposer has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the bid/proposal.

A4. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Bidder, the Bidder is responsible for indicating each deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

A5. Explanation of Bid Language:

- 1) It is the intent and purpose of the City of Arlington that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Manager, at the address or email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Manager or designee as *specified in Section D, Special Conditions*.
- 2) Any explanation, clarification, questions, or interpretation desired by a Bidder relating to any part of this solicitation must be requested in writing to the Purchasing Division not less than five (5) business days before bid closing. Request for explanations or clarifications may be emailed to purch@arlingtontx.gov. The request must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one (1) Bidder concerning a solicitation will be furnished to all Bidders in the form of an addendum.

Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.

- 3) **Reservations:** The City expressly reserves the right to:
 - (a) Specify approximate quantities in the bid;
 - (b) Extend the bid opening date and time;
 - (c) Add additional terms or modify existing terms in the bid pursuant to Section D, herein.

A6. Addenda:

- 1) Any interpretations, clarifications, and changes made will be in the form of written addenda issued by the Purchasing Division.
- 2) Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction.
- 3) It is the bidder's responsibility to obtain, review, sign and return any and all addenda. Receipt of Addenda must be acknowledged by signing and returning Addenda with the bid, or under separate cover prior to the due date.
- 4) Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time.
- 5) Addenda are available through the City's Website, Demand Star, and in the main Purchasing office. It is the responsibility of the Bidder to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their bid. The City will not consider any request to re-open a bid as a result of failure by Bidder to secure addenda in accordance with this bid.
- 6) Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

A7. Bid Compliance:

- 1) All items contained in the bid must be in total compliance with the specifications in this solicitation.
- 2) If Bidder is bidding only a portion of the goods or services, please state "No Bid" on the coordinating line item.
- 3) Alternate bids must be submitted under separate cover, unless stated in Section D, Special Provisions.
- 4) Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive.
- 5) Any attempt to alter the wording in the bid may result in rejection of the bid.
- 6) Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.
- 7) Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the City of Arlington. Furthermore, all Bidders must disclose the name of any City of Arlington officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the bid for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this bid.

A8. Prices: Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, material, equipment, tools, license, FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as accurate.

A9. Brand Name or Equal: If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

A10. Delivery Time: Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

A11. Signature: The bidder must sign each document in the bid requiring a signature. If addenda are issued, the bidder must execute as an acknowledgement of addenda by signing and returning it at time of bid submittal.

The bidder must initial any physical change(s) made to the solicitation document. Bidder's failure to sign required documents may result in the disqualification of the bid.

- A12. Compliance with laws:** The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Bidder warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

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

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

- A13. Bid Submittal:** as **specified in Section D, Special Conditions**, all bids must be submitted in a sealed envelope, plainly marked on the outside with the following information:

Bidder's Name
Address
City, State, Zip
Telephone Number

City of Arlington
Purchasing Division Business Office, 8th Floor
101 S. Mesquite St.
Arlington, Texas 76010

Bid Number: 19-0155
Bid Due Date and Time: July 18, 2019
Bid Name: ARC for Window Cleaning Services

Procurement Submittals which require more than one sealed envelope or box, must clearly identify it as such. Example: Package 1 of 2, Package 2 of 2; or Package 1 / 2, 2/2...

Any literature or other material submitted with the bid documents by Bidder will not supersede any of the City's terms and conditions.

Bidders are instructed to retain all pages of the solicitation which DO NOT require a signature and shall be kept as reference and informative material (i.e., Terms and Conditions, Instructions to Bidders, or Specifications, etc.) to successfully complete the bid if awarded.

Bid Submittal Costs: The cost of submitting this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City.

- A14. Receipt of Bids:** Bids must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Purchasing Office is the official time of record.

*Vendors must allow sufficient time for processing through the City's internal mailroom system to ensure the bid arrives in the Purchasing Office prior to the due date and time. **The City is not responsible for mail held by any carrier or third-party delivery service.** Any Bid received after the required date and time will be considered late and will not be accepted or considered. Late bids will be returned to the bidder unopened. Bids will not be considered if delivered or received at any other City office or facility.*

The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other forms of delivery service chosen by the Bidder; and the bidder bears all financial obligations to Bid document submittal.

NOTE: The Municipal Court is located within the City Tower with one entrance into the building. Bidders will be required to enter through the North Entrance and pass through security via metal detector; in addition, all packages will be scanned through x-ray which could result in a lengthy process. The Bid response must arrive on the 8th floor of 101 S. Mesquite St. Arlington, Texas and time stamped no later than 2:00 p.m., in order to be considered for award.

A15. Modifications, Withdrawal of Bid, or No Bid

Modification of Bids:

- 1) Bids may be modified in writing at any time prior to the due date and time.
- 2) Modifications should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and the due date and time.
- 3) The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.
- 4) No additional or modified Terms and Conditions included with the bid response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the bidder's authorized signature, affixed to the bid, attests to this.

Withdrawal of Bids:

- 1) Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening bids per the following instructions:
 - (a) Bidders may withdraw their bids in writing via email or by facsimile (provided that the facsimile is signed by the bidder) at any time prior to the due date.
 - (b) Bidder may also withdraw bids in person by a bidder, provided the withdrawal is made prior to the due date. The bidder must sign a receipt of withdrawal, and the City may require proof of agency from person withdrawing bid.
 - (c) Withdrawn bids may be resubmitted, with or without modifications, up to the due date.

No Bids:

- 1) If Bidder chooses not to bid on the solicitation as a whole, please complete, the Intake Form, Attachment 3, Section "No Bid" and either mail or email to the Purchaser of Record.

- A16. Opening of Bids:** The Purchasing Division representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time, in accordance with solicitation type.

A17. Public Disclosure: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

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

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

A18. Americans with Disabilities Act

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the person/agent of record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

A19. Supplier Code of Ethics: The City of Arlington, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars.

To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier **shall not**:

- 1) Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition.
- 2) Disclose pricing or quotes in submitted bids or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for bids or proposals.
- 3) Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or proposal.
- 4) Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions.
- 5) Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier **shall**:

- 1) Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest as defined paragraph A7.g, herein.
- 2) Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed.

Violation of any provision of this Supplier's Code of Ethics, may render the Supplier non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law.

- B1. APPLICABLE LAW/VENUE** - This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.
- B2. INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
- B3. ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.
- B4. CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
- B5. SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B6. MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
- B7. REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- B8. TARGET ARLINGTON** – In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.
- B9. M/WBE** – As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
- B10. PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
- B11. TAXES** - The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

B12. FUNDING – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

B13. F.O.B. DELIVERED AND DAMAGES - Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

B14. CONTRACTOR TO PACKAGE GOODS - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

B15. PLACE OF DELIVERY - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."

B16. TITLE AND RISK OF LOSS - The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

B17. FORCE MAJEURE - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

B18. RIGHT OF INSPECTION - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

B19. RIGHT TO AUDIT - Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

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

B21. WARRANTY SERVICE CLAUSE - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

B22. SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with **Section B5** of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

B23. SOFTWARE LICENSE TO SELLER – If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is proprietary” to Seller and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however, Buyer may make copies of the software expressly for backup purposes.

B24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

B25. OWNERSHIP OF WORK PRODUCT – Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the “Work Product”) and Seller acknowledges that such Work Product may be considered “work(s) made for hire” and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

B26. NEW MATERIALS - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

B27. RECYCLE MATERIALS Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

B28. USE OF ARLINGTON, TEXAS LANDFILL - All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

B29. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B30. SAMPLES - Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

B31. 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.

B32. INDEMNIFICATION - Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

B33. NON-DISCRIMINATION - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

B34. IMMIGRATION NATIONALITY ACT – The City of Arlington actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B35. DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

B36. TERMINATION FOR DEFAULT - The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

B37. TERMINATION WITHOUT CAUSE - The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

B38. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B39. PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE, the Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

B40. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

B41. NO THIRD-PARTY BENEFICIARY – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

B42. THE AGREEMENT - In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

B43. HEADINGS – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Revised September 7, 2017

SECTION C

EVALUATION FOR AWARD, OR REJECTION OF BIDS

C1. EVALUATION

The City reserves the right to accept or reject, in part or in whole, any bid submitted, and to waive any technicalities in the best interest of the City. The City reserves the right to award in whole to a sole Bidders, split the award between multiple Bidders, or may choose not to award some or all items, depending on the best interest of the City.

The Bidder may furnish pricing for all or a portion of the bid, unless otherwise specified herein. Bids that specify an “all or none” award may be considered if a single award is advantageous.

C2. POST QUALIFICATION

Criteria must be presented at time of Bid’s submission to be considered for award. Review criteria includes, but is not limited to:

- 1) Bidder’s following Instructions to Bidders, Section A;
- 2) Submitting only the documentation required as specified in Section D, and in its entirety;
- 3) Review the Experience of Bidder Form (Attachment 1);
 - (a) Bidder must submit the minimum number of specified references within the specified number of years who can substantiate the Bidder meets the minimum qualifications, experience, knowledge, skills, and capability of requirements to successfully complete similar services;
 - (b) References shall illustrate Bidder has provided the services as outlined in the specification for size, time, and responsibility;
 - (c) Any negative verification, failure to verify, or other public information may render bid non-awardable.
- 4) Delivery of Bid is a factor of award. Failure to perform within the delivery deadline set forth herein, or per addenda, shall deem Bid as non-responsive.

C3. PRICING

Pricing shall remain firm for 1 year of the contract period, unless otherwise stated in Section D, Special Provisions. Pricing may be reviewed per the following:

- 1) **Best Price:** An award will be made without further negotiation based upon sealed competitive bids; therefore, the Bidder’s best and reasonable price should be submitted in response to the solicitation.
 - (a) Reasonable Pricing will be reviewed as part of Best Pricing. A reasonable unit price must be submitted for each line item. In the event, that any unit pricing is determined to be unreasonably too low or too high, the bid may, in whole or part, be determined non-responsive.

C4. RESERVATIONS

The City expressly reserves the right to, with or without cause, and without recourse:

- 1) Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
- 2) Waive as an informality, any minor deviations or technicalities from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

- 3) Waive any minor informality in any bid or bid procedure (a minor informality is defines as one that does not affect the competitiveness of the Bidder);
- 4) Reject a bid because of unbalance unit bid prices;
- 5) Bidder has previously failed to perform properly, or complete an on-time contract of similar nature, or whom has poor vendor performance documented as part of a public record;
- 6) To be the sole judge of references;
- 7) Reject or cancel any or all bids;
- 8) Reject any part of a bid;
- 9) Reissue a solicitation for bid; and/or
- 10) Procure any item by other means.

C5. PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>).

In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at www.sam.gov. Vendor agrees that should at any time during the term of this contract they become listed on the either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.

C6. AWARD

If awarded, the contract or contract(s) shall be based on the City's evaluation criteria and compliance with solicitation requirements.

- 1) The City of Arlington shall award the bid(s) to the Bidder(s) who meet both the required specifications, and offers the Best Pricing by the lowest responsive, responsible bidder or provides the Best Value to the City.
- 2) A responsive bidder is defined to be one who submits a completed sealed bid packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the bid specifications. A responsible bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured.
- 3) **Best Value:** In determining the "best value" the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:
 - (a) Purchase Price;
 - (b) Reputation of the bidder and the bidder's goods/services;
 - (c) Quality of the bidder's goods or services;
 - (d) Extent to which the goods or services meet the municipality's needs;
 - (e) Bidder's past relationship with the municipality;

- (f) Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (g) Total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) Any relevant criteria specifically listed in the request for bids or proposals.

C7. POST-BID DOCUMENTS

1. 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.

2. The Filing Process:

- (a) Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
- (b) Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print and sign Form 1295.
- (c) **Within ten (10) business days** from notification of pending award by the City of Arlington Purchasing Manager or designee, the completed Form 1295 **must** be submitted to the City.
- (d) Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a contract.
- (e) Instruction and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

3. Certificate(s) of Insurance: Refer to Section F.

4. Payment, Performance, and Maintenance Bonds: Refer to Section D if required

When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within 15 working days after notification of intent to award, or as otherwise required by the bid specifications, applicable requirements will be identified in Section D, Special Provisions.

C8. ORDER OF PRECEDENCE:

This bid specification shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order; this bid specification; and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

C9. VENDOR DEBRIEFING

Vendor debriefing is available within 30 days following award of any contract.

C10. BID GRIEVANCE PROCEDURES

Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a grievance. Only written grievances may be considered. The grievance may not be in regard to specific evaluation criteria or weights.

- 1) The grievance must be in writing and delivered to the Purchasing Manager of the City of Arlington. The grievance may be delivered in person to the department offices located at **101 South Mesquite Street, Ste. 800, Arlington, Texas**, or by certified mail, return receipt requested, to the following address:

City of Arlington
Financial Services/Purchasing Division
P.O. Box 90231
Mail Stop 63-0810
Arlington, Texas 76004-3231

- 2) The Purchasing Division must receive the written grievance **within five (5) business days after** the posting of the City staff's award recommendation being submitted to the City Council for approval.
- 3) The written grievance must include the following information before it may be considered by the city:
 - (a) Name, mailing address, and business phone number of the aggrieved party;
 - (b) Identification of the bid or proposal to be reviewed;
 - (c) *Citation detailing the exact law that is believed to have been violated;*
 - (d) *A precise and short statement of the reason or reasons for the grievance which should provide enough factual information to enable the city to determine the basis of the grievance; and any documentation or other evidence supporting the grievance.*
- 4) All applicable documentation and other information applying to the grievance must be submitted to the Purchasing Manager at the time of grievance.
- 5) The Purchasing Division, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the grievance, including, at the Purchasing Manager's option, meeting with the aggrieved party. If the grievance is successfully resolved by mutual agreement, the Purchasing manager shall submit a copy/verification of the resolution to the City Manager or designee.
- 6) If the Purchasing Division is unable to resolve the grievance, the aggrieved party may request the grievance be reviewed and resolved by the City Manager or designee.
- 7) A request for the City Manager's review must be in writing and received by the Purchasing Division **within three (3) business days** from the date the Purchasing Division notifies the aggrieved party that the issue(s) cannot be resolved. The request for City Manager review must be delivered in person to the Purchasing Division at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- 8) If the aggrieved party fails or refuses to request a review by the City Manager within the three (3) days, the grievance is deemed finalized and no further review by the city is required.

SECTION D

SPECIAL CONDITIONS

D1. PROCUREMENT SCHEDULE

PROCUREMENT Schedule	
Release Date	June 26, 2019
Last day Questions are Due	July 5, 2019 NLT 2:00 p.m.
Release of Addendum 1	July 11, 2019
Bids Due	July 18, 2019 NLT 2:00 p.m.
Notice of Award	August 2019

D2. AWARD CRITERIA:

Sealed Bid - Lowest Responsible and Responsive bid meeting bid specifications. The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City, or unless otherwise stated on the bid price schedule. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.

D3. BID SUBMITTAL INSTRUCTIONS:

One (1) Plus One (1) USB Flash Drive. Electronic copy must be one PDF file and not submitted as separate sections.

- 1) The solicitation cover sheet with authorized signature
- 2) Bid Price Schedule Form
- 3) Addendum Acknowledgement (if applicable)
- 4) Copy of W-9 (October 2018 revision) "Request for Taxpayer Identification and Certification"
- 5) Proof of Insurance on original Acord Form
- 6) Licenses & Certifications, (if applicable)
- 7) Experience of Bidder, Attachment 1
- 8) Local Preference Consideration, Attachment 2
- 9) Data Intake Form, Attachment 3
 - a. Cooperative Purchasing Form,
 - b. Procurement Opportunity
 - c. No-Bid Form, (if applicable);
- 10) MWBE Participation Form, Attachment 4 (if applicable);
- 11) MWBE/HUB CERTIFICATE, (If applicable, certificate must be turned in at the time of proposal submission)
- 12) Form CIQ - CONFLICT OF INTEREST QUESTIONNAIRE (Attachment 5)

D4. BIDDERS QUALIFICATION

Bidders are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract. By submission of a response to this Invitation to Bid it will be construed that the Bidder is acquainted sufficiently with the site(s) and the work to be performed.

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. If additional sheets are attached to the bid specification, the bidder must clearly cross-reference the appropriate location in the solicitation (i.e. Section and paragraph Number, Attachment and paragraph number, or Exhibit; page number, subject, etc.). The criteria listed below will be assessed as part of the Post Qualification.

- 1) **Years of Experience:** Bidder shall have a minimum of three (3) consecutive years experience in the supply and delivery of goods ,or services to be provided as specified herein. *Recent start-up businesses do not meet the requirements of this Bid Specification.*
 - (a) A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has the history or expertise (References). Failure to meet this requirement will result in a non-award.
 - 2) **References:** Bidder must provide a list of three (3) governmental or commercial references on Attachment 1. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified. Similar shall be understood to mean comparable complexity. For each project, list name, description and location and date of contract completion.
 - (a) Bidder may list one (1) previous City of Arlington project that he/she has completed.
 - (b) The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.
 - 3) **Bankruptcy or Insolvency:** If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the City reserves the right to terminate any contractual agreement immediately.
 - 4) **Equipment:** Bidder must provide a list of compliant equipment on Attachment 4, if applicable.
 - (a) The City reserves the right to inspect all equipment dedicated for use on this project prior to award of the bid, and during the term of the service.
 - 5) **Public Information:** Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.
 - 6) The City of Arlington reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past two-year period.
 - 7) The City reserves the right to reject a response from a Contractor and/or Sub contractor whose goods and/or services to the City or other government entities have been documented as unsatisfactory in providing the same goods and/or services.
- D6. CONTRACT:** The bid document, as amended by any addendum, must be returned to the City of Arlington as it conforms to the bid closing date and time, and awarded by the Arlington City Council, shall constitute the contract.

- 1) **Initial Term of Agreement:** Unless otherwise specified, this contract, if awarded, shall be for a period of One (1) year(s) beginning on the date specified in the Award Letter, to be issued by the City's Purchasing Division.
- 2) **Probationary Period:** The first ninety (90) days of each contract term will be considered a "probationary" period. When applicable, at the first City Council meeting following a probationary review, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without issuing a second solicitation.
- 3) **Option to Renew:** The City and Contractor may, upon mutual written consent not earlier than ninety (90) days prior to the expiration of the contract, renew the contract for an additional one-year period, not to exceed four (4) additional one (1) year renewal options after the initial term. The Awarded Bidder may request a price increase at each renewal time at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI-U) for the previous twelve (12) months.
 - (a) At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items.
 - (b) It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.
 - (c) The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.
 - (d) The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City
- 4) **Option to Extend or Transition of Bidder(s):** In the event that a new Bidder(s) is (are) not selected by the City of Arlington, it shall be incumbent upon the Bidder to continue the contract under the same terms and conditions until new contracts can be completely operational. The transition period extend more than ninety (90) days beyond the original expiration date of the existing contract
- 5) **Addition or Deletion:** The City reserves the right to add or remove items as circumstances warrant. The City of Arlington reserves the right to purchase additional units under the terms of this specification.
- 6) **Cancellation:** The City reserves the right to cancel the contract upon thirty (30) days written notification for failure to supply the required materials or failure to meet delivery schedules, or should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.
- 7) **Estimated Quantities:** This is a requirements contract. The quantities listed are based upon the best available data, and serve only as a guide and in no way represents an intended or guaranteed amount. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.

8) **Order Placement:** Requests for goods and services will be on an as-needed basis by authorized City of Arlington employees only. The City will supply the successful bidder with the names of personnel authorized to place orders. The City shall place written orders electronically or via email in the form of a purchase order or formal Notice to Proceed which will include a purchase order number.

(a) **Purchase Orders:** It is the sole responsibility of the supplier to acquire a hard copy purchase order authorizing said purchase of goods or services. Supplier must acquire a purchase order prior to placing any orders or purchasing goods, materials on behalf of the City, or performing services for the City. Failure on behalf of the supplier to obtain a purchase order from the City may result in forfeiture of payment due to lack of authorization to purchase goods or services. Verbal orders from City employees are not an acceptable method of authorization. Such verbal orders shall be forwarded to the Purchasing Manager or designee, as identified herein.

(b) **P-Card Purchases:** Only when supplier has obtained written authorization from Purchasing Division may goods or services on contract be purchased via p-card.

9) **Invoicing:** Unless, otherwise specified herein, the Awarded Vendor shall furnish the City the complete and correct itemized invoice for the goods and services.

(a) No payment will be made for goods ordered or services performed without a proper order authorization.

(b) Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the City in the quality and quantity ordered.

(c) Invoices resulting from scheduled goods or services shall be received no less than one 30 days apart;

(d) When applicable, invoices shall be compiled per the purchase order number in a 30 day cycle; and

(e) At no time shall an invoice reflect multiple purchase order numbers. Such invoice(s) will be considered incorrect and will not be processed until corrected.

(f) The City will:

1. Not accept an incorrect invoice; or

2. Incur no penalty for late payment if payment is made in thirty (30) days or less from receipt of goods/services and/or a correct/accurate invoice, whichever is later in accordance with the Texas Prompt Payment Act.

3. Dismiss invoices lacking an authorized Purchase Order number, and/or Service Agreement number and Division Code, as such invoice will be considered as incorrect.

(g) Submittal:

Mailed to:

City of Arlington
Accounts Payable
P.O. Box 30143
College Station, TX 77842-0143

Or, **registering with** Catalyst Vendor Self Service – a web-based application that will provide access to invoices/payment status. <http://coa.catalyst.Cognizant.com>

(h) Invoice must include, at a minimum, the following information:

1. Purchase order number

2. Division Code
3. Coordinating Line Item of PO
4. Company Name
5. Point of Contact who placed order
6. Date of delivery
7. Delivery Address
8. Cost of items as stated on Bid Response and extended price to reflect total cost for number of items

(i) **Questions concerning invoice** status and payment must be directed to the contract administrator listed in the award letter. Purchasing and City staffers will not be able to provide status information.

- D7. Safety:** All safety precautions and oversight shall be per OSHA and best practice so to meet the requirements of the Specifications and Scope of Work, defined herein. No direct compensation will be made to the Contractor for furnishing, installing, maintaining, and/or the removal of required safety measures, and thus no costs associated with meeting the specifications and scope of work will be paid as a separate line item.
- D8. Misconduct:** The City is committed to maintaining an alcohol, drug, and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by Contractor's employees or Subcontractors' employees while in the performance of any service(s) or delivery of goods to the City of Arlington, Texas, is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The City reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.
- D9. Environmental:** The City is committed to purchasing goods, and services from suppliers which can provide the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations while protecting health and safety, be fiscally responsible, meet State and Federal mandates, and model environmental stewardship, and encourages proactive measures in employee behavior to reduce mobile source air pollution.
- D10. Ordinances:** The City will make a good faith effort to notify the supplier of City ordinances when applicable; however, neither the City nor any of its staff, employees, agents, or representatives are responsible for notifying the contractor(s) of such ordinances. It will be the sole responsibility of the Contractor performing the services to make him/her aware of such City ordinances. All costs, including but not limited to, fines, fees, tickets, or citations becoming due as a result of violating such ordinances will be handled directly between the Court, the issuing department, and the Contractor. Compensation for costs due to violations will not be warranted under this specification or in conjunction with any portion of work as it is associated with this specification. Should it be discovered that an ordinance conflicts with a project, the Contractor shall notify City in writing at once. The City will acknowledge the information via email and may allow an extended work time when ordinance(s) impede schedule.
- D11. Public Emergencies:** **A Public Emergency shall be defined as, but not limited to,** a tornado, flood, hurricane, winter weather, large scale disaster and/or relief thereof which is manmade or natural, **or by an act of God shall herein known as "Emergency."**

It is vital to the citizens and those who seek large scale refuge within the City of Arlington be protected from any such Emergency situation(s) that threatens public health and safety as declared by the City of Arlington; therefore, at any time before, during, or after a public emergency, the City of Arlington may require a "First Priority" for goods and services to be rendered by the awarded Bidder.

The Contractor agrees to rent/sell/lease all goods and service to the City or its governmental entities on a “first priority” basis. The City expects to pay contractual prices for all goods and or services rendered under this awarded Agreement in the event of such Emergency. Should the Bidder provide the City with products and/or services not under this awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of an Emergency.

SECTION E

SCOPE OF WORK

E1. INTENT

The purpose of this specification is to establish a fixed-price requirements contract for window cleaning services. The contractor shall provide all necessary equipment and chemicals required for the cleaning of exterior window glass and screens. This will include acceptable lift equipment for cleaning of windows that are located above ground level. Cleaning shall include the removal of dirt, debris, and other accumulations on the glass. Following the cleaning, the glass shall be optically clear. Contractor shall not use any abrasive, chemical or other cleaning agent that will damage glass.

E2. CLEANING SCHEDULES

Window cleaning frequencies shall be completed according to the following schedule:

2 x per year	January and July
4 x per year	January, April, July, October
12 x per year	Monthly

The contractor shall be responsible for notifying the Facility Services Division for verification of completed work. All work must be inspected in order for payment to be made. The contractor shall make notification within 24 hours of completion.

The contractor shall barricade or otherwise protect all work areas to prevent building users from being injured or interfering with the cleaning operations.

E3. CONTRACTOR'S RESPONSIBILITY FOR WORK

CONTRACTOR MUST:

- Adhere to the Specifications herein
- Adhere to all 29 CFR 1910 Standards; OSHA Safety and Health Standards
- Guarantee his/her employees are proficiently trained and have the knowledge, skills and ability to operate all necessary equipment, including but not limited to maintaining certifications when and where required; and employ only competent, efficient employees to fulfill the specifications successfully as identified herein
- Provide all labor, materials, prep work and clean up, fuel, travel, power, equipment and tools, superintendence, personal protective equipment per OSHA Standards, incidentals, and traffic control complete and in place throughout the term of the Bid Specification if not already included within the assigned project area's scope of work, and all mobilization including fuel and incidentals.
- The Contractor shall be responsible for the complete performance of all of the work under it's own staff, as well as any subcontractors.
- Contractor will have a service receipt signed by a COA staff member onsite at each building. A copy shall be left with that staff member for forwarding to the Custodial Services Administrator. In the event a receipt for any building fails to make it to the contract administrator, a copy will be forwarded by the contractor upon request.

SUPERINTENDENT - Provide a superintendent authorized to receive and fulfill instructions from the Inspector at all times on the job site. Superintendent must:

- Serve as the Contractor's primary point of contact,
- Be a permanent staff employee,
- Be knowledgeable of the specifications herein, and inspect the performance of the crew(s) and the operation,
- Be responsible for the day to day operations in accordance the service requirements throughout the term of contract,
- Make decisions and receive, follow, give, and understand written and verbal instructions in English, and
- Inspect the work site with the designated Contract Coordinator or designee upon request.
- Provide a hard copy of the Contractor's Work Record Summary to the Contract Coordinator, and/or Inspector on a monthly basis.

Provide Contract Coordinator or designee with two (2) telephone numbers at which the Contractor can be contacted 24 hours a day during the entire construction period of this project. These telephone numbers shall be furnished to the Contract Coordinator and in writing prior to the beginning of construction for the protection and convenience of the public and emergencies, this requirement shall be identified as the Protection of the Public Requirement.

Failure to comply with the **Protection of the Public Requirement** which results in unsuccessful attempts to contact the Contractor will result in Contractor being assessed liquidated damages. In the event the Contract Coordinator or designee has to secure a jobsite or handle any issues which are the responsibility of the Contractor, liquidated damages in the amount as identified herein plus overtime and equipment costs will be assessed as necessary. This will include but is not limited to, City owned equipment, equipment the City is required to rent to correct problem(s), City labor forces, and incidentals. A day will be defined as a day ending at midnight.

CONTRACTOR PERSONNEL: The Contractor shall:

- Not use any person whom is in the opinion of the City unfit, unskilled, unable to take verbal or written directives in the job sites where such employee has been assigned,
- Remove any Contractor's employees or subcontractors' employees whom the City deems are unable to perform in accordance with the requirements under this Bid/Project Specification, or are otherwise objectionable. The Contractor shall immediately remove said employee or subcontractor.
- Remove employee(s) who appear to be unfit, unskilled, disobedient or disrupting the order of the project area; employee shall be removed immediately and may be considered trespassing should said employee return to any City of Arlington property without authorization to work.
- Under urgent circumstances, for the safety of all City employees, residents, and Contractor's employees the Contract Coordinator or designee may orally order the immediate removal of an employee for cause. Written confirmation of incident causing removal will be presented to Contractor following the situation within ten (10) business days.

- Should permanent removal of employee be required, the Contractor's employee will no longer be permitted on the City's property to perform work under this, or a similar specification.

SUBCONTRACTING: Subcontractors shall submit the same proof of workmanship that applies to the Prime Contractor, as well as submit the References Form if applicable to specifications herein.

If subcontracting opportunities are probable and allowed by the terms of the Scope of Work, the City encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

- The Contractor is responsible in whole for all quality of work, services, actions, and employees of any subcontractor. A subcontractor in no way alleviates the Prime Contractor of any duties or responsibilities to the City under this bid specification.
- The City reserves the right to check subcontractor's background and workmanship and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in the disqualification of the sub-contractor.
- The City reserves the right to request the removal of the subcontractor and/or employee(s) deemed unsatisfactory by Contract Coordinator or designee at its sole discretion.
- Subcontracting shall be at that bidder's expense and the Subcontractor's superintendent shall follow all requirements.
- During the term of the project, should a subcontractor be required or changed, the vendor shall notify the City in writing within seven days of any proposed changes. Any down time will be considered a working day and no deferment will be permitted. No changes will be allowed without written authorization by City of Arlington.

CLEAN-UP: It is the intent of this Bid/Project Specification that an adequate cleanup of loose materials and debris shall be performed by the Contractor at the end of each work day or upon receipt/ notice of complaint by citizen; and prior to acceptance of the work, resulting in a payment.

- Removal shall include, but is not limited to, forms, paper, nails, screws, bituminous, metal, and all other construction debris, safety devices, and trash. Such removal shall be picked up from public or private property and may not be disposed of in City of Arlington trash receptacles unless otherwise stated herein.
- In highly visible areas, special attention should be given to minimize the impact of debris and trash on City property at all times of the day. Special areas include but are not limited to, the City of Arlington Entertainment District. Additional areas, as well as further instruction for cleanup will be specified within the scope of work if needed.
- Stock piling and storage: It shall be the responsibility of the contractor to transport and dispose of all waste material and debris created by the process at no cost to the City. Contractor shall be responsible for acquiring construction easements for equipment and if needed coordinate with the City's Collector roll off boxes or cans for excess materials at no additional cost to the City and only at pre-approved/determined locations, unless otherwise specified.

SECTION F

INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or a Texas Department of Insurance-approved form at time of request. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. The City reserves the right to require or receive any additional documents necessary to confirm that the insurance requirements are being met, including but not limited to, policies and endorsements.

A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to start of any work.

1. **Commercial General Liability:** \$1,000,000.00 per occurrence, \$1,000,000.00 products/completed operations and \$2,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by endorsement.
2. **Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided for any auto, including hired and non-owned vehicles.
3. **Workers' Compensation and Employers' Liability:** Statutory. Employers' Liability policy limits of \$1,000,000.00 for each accident, \$1,000,000.00 policy limit – disease, \$1,000,000.00 each employee - disease.
4. **Umbrella or Excess Liability:** \$2,000,000.00 per occurrence and aggregate.
5. **Professional Liability Insurance:** Contractor shall obtain and maintain at all times during the performance of the work under this Agreement professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Contractor shall maintain this policy for a period of two (2) years after the completion of the project or shall purchase extended reporting period or “tail” coverage insurance.
6. **Cyber Risk Liability (Network Security/Privacy Liability or Technology Liability)** Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

\$1,000,000.00 per occurrence or claim
\$2,000,000.00 aggregate

Coverage may be written as a stand-alone policy or included as part of the General Liability policy. If Cyber Risk is included on the General Liability policy, the minimum policy limits required are \$2,000,000 per occurrence or claim and \$4,000,000 aggregate. If coverage is written on a claim made basis, the contractor must maintain this policy for a period

of two (2) years after completion of services, or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

Other Insurance Provisions

- 1) *The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by the City.*
- 2) *All policies except professional liability shall be endorsed with a waiver of subrogation in favor of the City, including its officials, employees and volunteers for losses arising from the activities under this contract.*
- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially changed, except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.
- 4) Insurance is to be placed with insurers with an A.M. Best rating of no less than A: VII. The company must also be duly authorized to transact business in the State of Texas.
- 5) Certificates of Insurance and Endorsements affecting coverage required by this clause shall be forwarded to:

Financial Services/Purchasing Division
Mail Stop 63-0810
City of Arlington
P. O. Box 90231
Arlington, Texas 76004-3231

- 6) Subcontractors and Independent Contractors
 - a. **Certificate of coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83 or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - c. **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 service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.
 - d. Every contractor, subcontractor and independent contractor providing services under this agreement or otherwise performing on the project must comply with the minimum insurance requirements stated herein.

- e. The contractor must obtain a certificate of coverage from each subcontractor and/or independent contractor prior to beginning work on the contract.
 - f. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, obtain a new certificate of coverage showing that coverage has been extended.
 - g. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees, subcontractors and independent contractors who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation.
All required notices shall be posted on each project site in the text, form and manner prescribed by the Texas Department of Insurance Division of Workers' Compensation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - h. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.
- 7) Any of the insurance policies required by the city may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.
- 8) Companies issuing the insurance policies and contractor shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of contractor.
- 9) Approval, disapproval or failure to act by CITY regarding any insurance supplied by contractor (or any subcontractors) shall not relieve contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate contractor from liability.
- 10) Liability policies required herein may be written with either an "occurrence" or "claims made" coverage trigger. If coverage is written on a "claims made" basis, contractor must maintain the policy for a period of two (2) years after completion of services or shall purchase an extended reporting period or "tail" coverage providing equivalent coverage for the same period of time.

1. COMPANY NAME: _____**Number of years in business under this name:** _____ **Number of years of experience:** _____**Local Address:** _____**City:** _____ **State:** _____ **Zip:** _____**Phone:** _____ **Fax:** _____

Primary Point of Contact responsible for work performed under these specifications:

Phone: _____ Cell: _____

Email _____

Alternative Point of Contact responsible for work performed under these specifications:

Phone: _____ Cell: _____

Email _____

Has your business operated under any other names? Yes _____ No _____ If so, what name(s): _____

and explain the circumstances of the change: _____

2. PERSONNEL: Please provide the dynamics of your current workforce:

DESCRIPTION of personnel currently on staff:	NUMBER
Manager, Supervisors, Shift Leaders	
Specialist, Certified, Licensed, Registered	
Technical, Technicians, Operators	
Clerical, Administrative, Secretarial	
Total number of employees	

3. EXPERIENCE:

Years in Business: _____ Years performing this type of work: _____

Total Value of work currently under contract \$ _____

Total Value of work in place within the past 12 months \$ _____

Percentage of work usually self-performed _____%

Subcontractors that you may use for these specifications:

What service/company do you use for pre-employment criminal background screening? _____

Has firm:

1) Failed to complete a contract _____ Filed Bankruptcy _____ If so, when _____

2) Pending judgment claims or suits against company _____ If so, explain why under separate cover.

4. SAFETY

Have you had an OSHA fine within the past three (3) years? _____ Yes _____ No

Have you had any job-related fatalities within the past five (5) years? _____ Yes _____ No

If you answer YES to either question above, you MUST submit, on a separate sheet the details describing the circumstances surrounding the incident(s).

Has any other incident occurred which you wish to self-declare? _____ Yes _____ No

5. INSURANCE AGENCY:

Agent: _____ Phone: _____

Total Bonding Capacity: \$ _____ Work Presently Bonded \$ _____

6. LOCAL SERVICE FACILITY: In the event of a breakdown, where would your equipment be serviced?

Name of local service center: _____

Address of local service center: _____

Telephone number: _____

Point of Contact: _____

WORK EXPERIENCE: Form must be completed in its entirety on form supplied by City.

In order to satisfy the City regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity. **List three (3) projects similar in size and nature which were completed during the past three (3) years.** The City may also consider any previous City projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the City may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

REFERENCE 1:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services: _____

Total Contract Amount: _____ Completion Date: _____

REFERENCE 2:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services Provided: _____

Total Contract Amount: _____ Completion Date: _____

REFERENCE 3:

Company/Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Email: _____

Goods/Services Provided: _____

Total Contract Amount: _____ Completion Date: _____

This "APPLICATION FOR LOCAL BIDDER PREFERENCE CONSIDERATION" does not mean that the City of Arlington is limiting responses to their competitive bids to only those businesses located within the city limits. All bids are welcome.

Bidders who wish to request a LOCAL PREFERENCE must have their principal place of business located within the City of Arlington, city limits.

If your principal place of business is within the Arlington city limits and you wish to apply for local preference consideration, then you must meet the minimum requirements below for each bid:

- a) Provide a Tax Certificate from the Tarrant County Tax Assessor showing the current status of taxes, penalties, interest, and any known costs due on a property; and
- b) Submit the completed application on the following page.

Local Preference may be considered in the following instances:

- A. In purchasing any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with the bidder whose principal place of business is in the local government. (Local Government Code 271.905)
- B. In purchasing any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases of less than \$500,000 with the bidder whose principal place of business is in the municipality. This section does not apply to the purchase of telecommunications services or information services, as defined by 47 U.S.C. Section 153. (Local Government Code 271.9051)

The City of Arlington reserves the right to award to the lowest bidder or reject all bids.

The full text of the Local Government Code related to Purchasing and Contracting Authority of Municipalities, Counties, and certain other Governments is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm#271>.

Detailed information related to local bidders is found in Section §271.905 and §271.9051 "CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS."

LOCAL PREFERENCE CONSIDERATION APPLICATION

For bidders whose business is located within the Arlington city limits

The City of Arlington requires the following information for consideration in award of competitive bids:

1. Location Eligibility:

Principal place of business is defined herein as the primary or executive or administrative office of the business. Is company's legally identified principal place of business within the City Limits of Arlington, Texas?

a. If yes, identify the following:

i. Business Name/DBA: _____

ii. Address: _____

iii. Business Structure: _____
(sole proprietorship/partnership/corporation/other)

b. Name and city of residence of owner(s)/partners/corporate officers, as applicable.

iv. Name/Title: _____

v. City of Residence: _____

If more than one owner/partner/corporate officer exists, attach a separate sheet of paper.

2. Economic Development benefits that would result from award of this contract:

a. Total number of current employees who are residents of the City of Arlington? _____

b. Will award of this contract result in the employment/retention of residents of the City of Arlington?
___ Yes ___ No

c. Will subcontractors with principal places of business in the City of Arlington be utilized? ___ Yes ___ No

d. Will award of this contract result in increased tax revenue to the City? ___ Yes ___ No

e. If yes, check types of taxes? ___ Property Taxes ___ Sales Taxes ___ Hotel Occupancy Taxes

f. Other economic development benefits deemed pertinent by applicant (attach separate sheet if necessary):

City Bid Number for which local preference is requested: _____

Certification of information:

The undersigned does hereby affirm that the information supplied in its bid and this application are true and correct as of the date hereof, under penalty of perjury.

Company Name

Date

Signature

Print Name

☐ Tax Certificate from Tarrant County Tax Assessor is attached

ATTACHMENT 3**DATA INTAKE FORM**

Company's Authorized Agent(Typed or Printed): _____

Signature: _____

COOPERATIVE PURCHASING FORM

If you, the Vendor/Contractor check "yes" to the statement below, the following will apply:

Government entities utilizing Inter-Governmental Contracts with the City of Arlington, Texas, will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Arlington will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Arlington will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/service as needed.

Should other Government Entities decide to participate in this contract, would you, the Vendor/Contractor, agree that all terms, conditions, specifications, and pricing would apply? Yes _____ No _____

**FOR MINORITY AND/OR WOMAN OWNED
BUSINESS ENTERPRISES
(To be completed only if applicable)**

Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, Texas, this form, along with a copy of your certification, must be returned to the City of Arlington Purchasing Division.

PLEASE CHECK THE APPROPRIATE ETHNICITY AND/OR GENDER:

____ American Indian ____ Asian ____ Black ____ Hispanic ____ Woman Owned Business Enterprise

MINORITY STATUS: Has this firm been certified as a minority, women or disadvantaged business enterprise by any governmental agency? ____ Yes ____ No ____ (If yes, please specify government agency)

The above information is for information only. The City of Arlington encourages minority business participation; however, no preferences shall be given.

PROCUREMENT OPPORTUNITY

How were you notified of this procurement opportunity?

____ City of Arlington Website ____ Bid Notification Service
____ Fort Worth Star Telegram ____ City Website
____ City of Arlington employee (other than Purchasing) ____ Chamber of Commerce _____
____ City's Television Station ____ Other: _____

NO BID SHEETIf your firm has chosen not to submit a bid for this procurement. ***Please check item(s) that apply:***

____ Do not sell the item(s) required	____ Insufficient time to respond
____ Unable meet the Specifications	____ Specifications are unclear/ambiguous
____ Unable to be competitive	____ Unable to provide Bonding
____ Cannot provide Insurance	____ Job too large
____ Unable to comply with Indemnification	____ Job too small
____ Do not wish to do business with the City	____ Other reason: _____

Local & Minority/Woman-Owned Business Enterprise Policy

The City of Arlington has adopted a Local & Minority/Woman-Owned Business Enterprise (MWBE) Policy through City Council Resolution # 13-300 on December 3, 2013. The Policy's purpose is to promote full and equal business participation for Local and MWBE companies as prime and subcontractors. In an effort to show good faith effort in utilizing Local and MWBE subcontractors, the City requests the following information:

- A. MWBE Subcontracting Plan – please identify areas for subcontracting opportunities and percentage of work to be performed by Local and/or MWBE firm (company name is not required). This information is for administrative purposes only and will not be used in determining the most qualified respondent. Reference the MWBE Subcontracting Plan form (Attachment --).
- B. The awarded provider should submit a MWBE Subcontracting Plan and Prime/Subcontractor List within fifteen (15) calendar days after Notice of Intent to Award Receipt.

For information about the City's Local & MWBE Policy, we have included a link to access the document (<http://www.arlington-tx.gov/finance/purchasing/bidding-procurement/>).

MWBE SUBCONTRACTING PLAN
ATTACHMENT 4

Project Name: _____

Project No: _____ Date: _____

LEGEND

MWBE = Minority/Women Business Enterprise

* Answer with "YES" or "NO"

Prime Consultant	*Arlington Firm (Yes/No)	*MWBE (Yes/No)

LIST ALL SUBCONTRACTING OPPORTUNITIES (use additional sheets if necessary):

Description of Work Type	*Potential Arlington and/or MWBE Firm Participation (Yes/No)	Anticipated Percentage (%) of Work

Please complete this form and include with proposal, as an attachment.

Upon formal award of said project, the proposer will submit a Prime & Subs Report identifying the Local and/or MWBE subcontractor(s) that will perform the listed work. By signing below, the recommended proposer shall agree to meet their Local and/or MWBE goal based on the information provided on this document.

Name of Company's Main Contact Person _____

Signature of Main Contact Person _____

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) – ATTACHMENT 5

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 (Attachment 5), the vendor or person's affiliation or business relationship that may cause a conflict of interest with the City of Arlington.

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

EXHIBITS













