



City of Southlake

REQUEST FOR BIDS

Bid Reference Number: RFB1106B300CA110017

**Project Title: PROVIDE PREVENTATIVE MAINTENANCE AND
REPAIR SERVICES FOR CITY OF SOUTHLAKE,
CITY OF KELLER AND CITY OF COLLEYVILLE
FIRE VEHICLES AND APPARATUS**

Bid Closing Date: 3:00 P.M.(CST), FRIDAY AUGUST 19, 2011

TABLE OF CONTENTS

| | |
|--|---------|
| Table of Contents | Page 1 |
| Request for Bids | |
| (1) Introduction | Page 2 |
| (2) Definitions | Page 2 |
| (3) General Information | Page 3 |
| (4) RFB Withdrawals and / or Amendments | Page 3 |
| (5) Estimated Quantities | Page 3 |
| (6) Bid Submittal Requirements | Page 3 |
| (7) Bid Evaluation and Contract Award | Page 4 |
| Appendix A – Scope of Services | |
| (1) Project Title | Page 6 |
| (2) Scope of Services Contact..... | Page 6 |
| (3) Special Conditions..... | Page 6 |
| (4) Bid Evaluation Factors | Page 6 |
| (5) Brand Manufacture Reference..... | Page 6 |
| (6) Key Events Schedule..... | Page 6 |
| (7) Scope of Services | Page 6 |
| Appendix B – Bid | |
| (-) Label Format for Submittal Packet’s Sealed Envelope..... | Page 11 |
| I. Required Bid Information: | |
| (1) Proposed Products and / or Services | Page 12 |
| (2) Cost of Proposed Products and Services | Page 12 |
| (3) Bidder’s Experience / Staff | Page 17 |
| (4) References | Page 18 |
| (5) Trade Secrets and / or Confidential Information..... | Page 19 |
| (6) Federal, State and / or Local Identification Information | Page 19 |
| (7) Cooperative Governmental Purchasing Notice | Page 19 |
| (8) Term of Contract and Option to Extend..... | Page 19 |
| II. Contract Terms and Conditions: | |
| (1) Delivery of Products and / of Services | Page 20 |
| (2) Miscellaneous..... | Page 21 |
| (3) Financial Responsibility Provisions | Page 21 |
| Appendix C – Conflict of Interest Form | Page 23 |
| Appendix D – No Intent to Submit Form | Page 26 |

Southlake, Texas

Request for Bids

1. Introduction

- A. Project Overview: The City of Southlake is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFB Clarifications: All questions related to requirements or processes of this RFB should be submitted in writing to the Purchasing Manager identified in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix A – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and mailed to all parties recorded by City as having received a copy of the RFB. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid document.
- C. Notification of Errors or Omissions: Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.

2. Definitions

Bid Document: The signed and executed submittal of the entirety of Appendix B – Bid Document.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid Document.

City of Southlake ("City"): The City of Southlake, Texas.

City Secretary's Office: The office of the City Secretary of the City, located at 1400 Main Street, Suite #270, Southlake, Texas 76092. PH: (817) 748-8016; Fax: (817) 748-8270.

Project: The name of this Request for Bids as identified on the cover sheet and first page of the Request for Bids herein.

Purchasing Manager: The City of Southlake Purchasing Manager is Timothy Slifka, PH: (817) 748-8312, E-Mail: tslifka@ci.southlake.tx.us; Fax (817) 748-8048.

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. **General Information**

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bid Documents are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

4. **RFB Withdrawals and/or Amendments**

- A. RFB Withdrawal: The City reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments: The City reserves the right to amend any aspect of this RFB by formal written Addendum prior to the Bid submittal deadline and will endeavor to notify all potential Bidders that have registered in accordance with Section 1.C herein, but failure to notify shall impose no obligation or liability on the City.

5. **Estimated Quantities**

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor.

6. **Bid Submittal Requirements**

- A. Submittal Packet – Required Content: Bidder must submit one (1) signed original Bid Document and ten (10) copies. This submittal packet shall be submitted in a sealed envelope with a completely signed and executed page eleven (11) Appendix B affixed to the outside of the envelope.
- B. Submittal Deadline: The deadline for submittal of Bids shall be as identified on page 11 (eleven) of Appendix B-Bid. It is the Bidder's responsibility to have the Bid correctly marked and delivered to the City Secretary's Office by the submittal deadline. No extensions will be granted and no late bids will be accepted.
- C. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the City Secretary's Office shall be the official time of receipt. The City is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid Document: Any submitted Bid may be withdrawn or a revised bid substituted if a written notice is submitted to the City Secretary prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline,

must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.

- E. Bid Document Format: All Bid Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. Any other format (via telephone, fax, email, etc.) may be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any Bid Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document on the terms set forth in the Bid Document, such bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Bids, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. Bid Documents will be opened publicly. The City will evaluate Bids using the best value method. A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be as identified in the Scope of Services. City reserves the right to determine which Bid provides the City with the best value and which will be in the City's best interest.
- B. Completeness: If the Bid Document is incomplete or otherwise fails to conform to the requirements of the RFB, City alone will determine whether the variance is so significant as to render the Bid non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Bid may be considered for award.
- C. Ambiguity: Any ambiguity in the Bid Document as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this RFB.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Bids and re-solicit for Bids, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Southlake for cause:
 - i) The successful bidder fails to perform in accordance with the provisions of these specifications; or

- ii) The successful bidder violates any of the provisions of these specifications; or
 - iii) The successful bidder disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Southlake may, terminate the contract by giving the successful bidder seven (7) days written notice. In such case, the successful bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Southlake, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Appendix A – Scope of Services

1. **Project Title;** Provide Preventative Maintenance and Repair Services for City of Southlake, City of Keller and City of Colleyville Fire Vehicles and Apparatus

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to TIM SLIFKA, Phone 817-748-8312 e-mail: tslifka@ci.southlake.tx.us

3. **Special Conditions**

The following special conditions shall prevail over areas of conflict in previous pages:

The City of Southlake (lead City) has interlocal agreements with the City of Keller and the City of Colleyville and they have expressed an interest in being joint participating entities in this bid. Vendor MUST check yes in the Cooperative Governmental Purchasing Notice on page 11 to be considered for award of this bid. Failure to check yes may result in bid rejection.

4. **Bid Evaluation Factors**

| Emphasis | Factor |
|----------|---|
| 50 % | Vendors Ability to Perform All Required Services |
| 30 % | Vendors Overall Cost to Provide Required Services |
| 10 % | Vendor References |
| 10 % | Vendor Past Performance with Participating City's |

5. **Brand Manufacture Reference**

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

6. **Key Events Schedule**

| | |
|--|---------------------------------|
| Bid Release Date | July 15, 2011 |
| Deadline for Submittal of Written Questions | July 29, 2011 |
| Sealed Bids Due to and Opened by City | Shown on First Page of this RFB |
| Anticipated Committee Evaluation Review Date | Week of August 22, 2011 |
| Anticipated Southlake Council Award Date | October 4, 2011 |

7. **Scope of Services**

The City of Southlake is seeking a vendor to perform Preventative Maintenance Services for Fire Apparatus and Fire Emergency vehicles. These services shall consist of, but not be limited too, Annual Preventative Maintenance, Quarterly Preventative Maintenance, general repairs, shop and on-site repairs and services and emergency repair services.

The City of Southlake is issuing this bid as the Lead Agency in cooperation with the City of Keller and the City of Colleyville, whose requirements are incorporated herein. By mutual consent, the successful vendor and the other participating entities may formally establish separate contracts which reference the terms and conditions of this awarded contract. Purchasing limits and authorities may be modified by the participating entities to conform to their own policies, regulations and guidelines. Service schedules may be modified by each individual City to fit their operating needs and schedules.

Vendor MUST check yes in the Cooperative Governmental Purchasing Notice on page eighteen (18) to be considered for award of this bid. Failure to check yes may result in bid rejection. It is estimated the three participating cities will spend approximately \$300,000.00 annually on these preventative maintenance services and products. The City does not guarantee an estimate of services rendered. No minimum job may be required for a service by the vendor.

Vendor shall maintain fire apparatus and vehicles according to all standards as per the following:

Manufacturer's recommended service intervals and procedures
Manufacturer approved parts/lubricants/filters/fluids
National Fire Protection Association 1911 standards, latest revision
Department of Transportation requirements

Annual Vehicle Maintenance

All emergency vehicles shall have annual inspections and preventive maintenance (PM) conducted which meets NFPA 1911 (Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus), latest edition, Chapters 7 through 15 with the following amendments where applicable to the vehicle:

1. Documentation of the inspection, maintenance and vehicle condition shall be provided by means of an inspection report delivered to the department upon the return of the vehicle. Inspection reports may be provided by means of paper copy or electronic file. City unit identification numbers shall clearly identify the report to the effected vehicle. Vendor shall submit sample of vendor's inspection report with bid.
2. Complete chassis and driveline lubrication.
3. All oils, fluids and coolants shall be changed and applicable systems flushed as required. Analysis shall be conducted on all used coolant, oil and fluids changed. Systems included, but not limited to:
 - a. radiator
 - b. engine
 - c. transmission
 - d. transfer case
 - e. hydraulic systems – to include PTO generators
 - f. brake fluid - flush
 - g. axle, spindle and differential
 - h. power steering - flush
4. All filters are replaced and screens are cleaned or replaced as required including, but not limited to:
 - a. air
 - b. oil
 - c. fuel
 - d. steering

- e. hydraulic systems
- f. transmission

5. All brakes pads and shoes shall be replaced at 60% wear. Documentation of brake pad/shoe measurements shall be provided along with new pad/shoe measurements on the annual service inspection report.
6. Tires are inspected for unusual wear patterns and physical damage. Tread depth shall be measured and recorded. Results of the inspection shall be provided on the annual service inspection report.
7. Engine belts, radiator and heater hoses are replaced bi-annually or as requested by department.
8. All batteries are replaced bi-annually.
9. Used oil/fluid analysis reports shall be provided by means of paper copy or electronic file. These reports shall be provided as soon as possible following completion of analysis. City identification numbers shall clearly identify the report to the effected vehicle.
10. Any requested repairs or deficiencies found during PM inspections and service shall be corrected prior to returning the vehicle to the department for service.

Minor deficiencies which would cause extended down-time due to parts availability and are not subject to NFPA 1911, latest edition, Chapter 6 Out-of-Service criteria and further do not constitute a safety or vehicle reliability concern may be returned to the department and scheduled for post-PM repair with the consent of the department's maintenance officer.

Annual Apparatus Testing

Each in-service apparatus shall receive annual testing and completion of NFPA performance Test forms in accordance with NFPA 1911 (Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus), latest edition, in the following areas where applicable to the vehicle:

1. Road Tests and Annual Weight Verification (NFPA 1911, Chapter 16)
2. Performance Testing of Low Voltage Electrical Systems (NFPA 1911, Chapter 17)
3. Performance Testing of Fire Pumps (NFPA 1911, Chapter 18)
4. Performance Testing of Aerial Devices (NFPA 1911, Chapter 19)
 - a. An independent testing company shall conduct aerial ladder tests using personnel meeting NFPA 1911, latest ed., Chapter 19.2.1 - 19.2.3
5. Performance Testing of Foam Proportioning Systems (NFPA 1911, Chapter 20)
6. Performance Testing of Compressed Air Foam Systems (NFPA 1911, Chapter 21)
7. Performance Testing of Line Voltage Electrical Systems (NFPA 1911, Chapter 22)

Written results of the testing utilizing NFPA 1911 test forms shall be provided upon return of the apparatus to City.

Ground Ladder Testing

Ground ladders shall be tested in accordance with NFPA 1932 Standard on Use, Maintenance, and Service Testing of In-service Fire Department Ground Ladders, latest edition, Chapter 7 Service Testing of Ground Ladders. Written results of the testing shall be provided to the City as soon as results are available.

1. An independent testing company shall conduct ground ladder tests.

Quarterly Vehicle Maintenance

1. Fire apparatus/vehicles shall receive maintenance and inspection at manufacturer recommended severe service intervals or as determined by City. This shall include:
 - a. Engine oil and oil filter change with oil analysis
 - b. Full Chassis lubrication
 - c. Air filters checked/replaced as needed
 - d. Suspension inspection compliant with NFPA 1911, latest ed., Chapters 7.1 through 7.3
 - e. Steering inspection compliant with NFPA 1911, latest ed., Chapter 7.11
 - f. Brake inspection compliant with NFPA 1911, latest ed., Chapter 7.12
 - g. Tires are inspected for unusual wear patterns and physical damage. Tread depth shall be measured and recorded. Results of the inspection shall be provided on the quarterly service inspection report.
 - h. Requested additional repairs
2. Documentation of the inspection, maintenance and vehicle condition shall be provided by means of an inspection report delivered to the department upon the return of the vehicle. Inspection reports may be provided by means of paper copy or electronic file. City unit identification numbers shall be used identify the serviced vehicle. Vendor shall submit sample of inspection report with bid.
3. Fluid analysis samples shall be conducted on coolant and engine oil. Oil/fluid analysis reports shall be provided by means of paper copy or electronic file. These reports shall be provided as soon as possible following completion of analysis. City unit identification numbers shall be used identify the serviced vehicle.

Current Vehicle List

Listed is the current Fire Apparatus and Vehicle inventory for City of Southlake, City of Keller and City of Colleyville Fire Departments to be incorporated within this contract. The individual City's reserve the right to add and or delete apparatus and vehicles from this list at any time. Pricing for additional unit(s) shall be based on same or like units. If no same or like unit is listed, individual City and vendor shall agree on costs associated with preventative maintenance services for additional unit(s) and unit(s) shall be added to current contract via contract amendment by City of Southlake Purchasing Manager or designee.

| CITY OF SOUTHLAKE VEHICLES AND APPARATUS | | | | | | |
|---|--------------------|-------------|-------------|--------------|-------------------|----------------|
| Unit # | Description | Year | Make | Model | Vin # | Build # |
| 301 | Reserve Engine | 2001 | Pierce | Quantum | 4P1CT0561A001305 | 12088 |
| 302 | Engine | 2009 | Pierce | Quantum | 4P1CU01HX9A010183 | 22106 |
| 304 | Engine | 2005 | Pierce | Quantum | 4P1CU01H65A005198 | 16651 |
| 305* | Aerial Platform | 2007 | Sutphen | SPH100 | 1S9A3JLD271003140 | HS4323 |
| 306 | Command Vehicle | 2003 | Ford | Expedition | 1FMPU16L74LB54294 | |
| 307 | EMS Vehicle | 2007 | Ford | Explorer | 1FMEU63E97U45136 | |
| 308 | Brush Truck | 2008 | Ford | F450 | 1FDXX47R88EE05877 | |
| 309 | Command Vehicle | 2011 | Chevrolet | Tahoe | 1GNSK2E05BR207917 | |
| 311 | Ambulance | 2008 | Chevrolet | C4500 | 1GBE4C1988F411054 | |
| 312 | Ambulance | 2004 | Ford | F450 | 1FDXF46P84EB51200 | |
| 313 | Inspector Vehicle | 2007 | Ford | Explorer | 1FMEU63E07UB45137 | |
| 314 | Ambulance | 2011 | Dodge | 4500 | 3D6WA6EL3BG593763 | |
| 320 | Fire Marshal | 2005 | Ford | F250 | 1FTSW20P45EB86992 | |

* City of Southlake Unit # 305 shall require Annual Pump and Aerial testing only.

| CITY OF KELLER APPARATUS | | | | | | |
|---------------------------------|--------------------|-------------|-------------|--------------|-------------------|----------------|
| Unit # | Description | Year | Make | Model | Vin # | Build # |
| 301 | Engine | 1996 | Pierce | Freightliner | 1FV6JLCB0VH867563 | EA061 |
| 302 | Quint | 2000 | Pierce | Dash | 4PICT02S6YA000620 | 11221 |
| 306 | Aerial Platform | 2004 | Pierce | Dash | 4P1CT02H94A003896 | 15315 |
| 310 | Quint | 2008 | Pierce | Velocity | 4PICV01HX8A008803 | 20633 |

| CITY OF COLLEYVILLE APPARATUS | | | | | | |
|--------------------------------------|--------------------|-------------|--------------|--------------|-------------------|----------------|
| Unit # | Description | Year | Make | Model | Vin # | Build # |
| 402 | Quint | 1999 | Pierce | Lance | 4P1CT02S2XA001536 | ED109 |
| 404 | Command Vehicle | 2002 | Ford | Expedition | 1FMRU15L52LA90712 | |
| 405 | Brush Truck | 1997 | Ford | F350 | 1FDKF38F7VED11481 | |
| 406 | Command Vehicle | 2005 | Ford | Excursion | 1FMNU40P65EC25074 | |
| 407 | Engine | 2006 | Pierce | Quantum | 4P1CU01A6A006299 | 17753 |
| 408 | Fire Marshal | 2006 | Ford | Expedition | 1FMPU3586LA99833 | |
| 409 | Ambulance | 2008 | Frazer | F450 | 1FDXF46R08ED38700 | |
| 418 | Rehab Truck | 1995 | Freightliner | FL60 | 1FV3GFBL0TL814627 | |
| 419 | Ambulance | 2001 | Frazer | F450 | 1FDXF46F11EB28425 | |
| 420 | Decon Truck | 2006 | Ford | F550 | 1FDAW56P76EA41558 | |
| 421 | Decon Truck | 2006 | Wells Fargo | Trailer | WC200H2952052203 | |
| 422 | Platform | 2010 | Pierce | Quantum | 4P1CU01E5AA010960 | 22906 |
| 423 | Ladder Truck | 2010 | Pierce | Quantum | 4P1CU01E7AA01961 | 22907 |
| 447 | Clown Trailer | 1997 | Cargo Mate | Trailer | 49TCB1625V1027237 | |

Appendix B – Bid Document

Submittal Checklist: (To determine validity of bid)

_____ Appendix B (pages 11 through 25) must be included in the bid submittal.

_____ Appendix C (page 25) Conflict of Interest Form must be included in the bid submittal.

All bids submitted to the City of Southlake shall include this page with the submitted Bid and affix a copy of this form to the outside of the submittal packet's sealed envelope.

| | | | |
|---|---|--------------------|--|
| RFB Number: | RFB1106B300CA110017 | | |
| Project Title: | Provide Preventative Maintenance and Repair Services for City of Southlake, City of Keller and City of Colleyville Fire Vehicles and Apparatus | | |
| Submittal Deadline: | 3:00 P.M. (CST), FRIDAY AUGUST 19, 2011 | | |
| Submit to: | City Secretary's Office 1400 Main Street, Suite 270 Southlake, TX 76092 (817) 748-8016 | | |
| <u>Bidder Information:</u> | | | |
| Bidder's Legal Name: | | | |
| Address: | | | |
| City, State & Zip | | | |
| Federal Employers Identification Number # | | | |
| Phone Number: | | Fax Number: | |
| E-Mail Address: | | | |
| <u>Bidder Authorization</u> | | | |
| I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into a contract on behalf of the Bidder. | | | |
| Printed Name and Position of Authorized Representative: _____ | | | |
| Signature of Authorized Representative: _____ | | | |
| Signed this _____ (day) of _____ (month), _____ (year) | | | |

I learned of this Request for Bids by the following means:

- | | |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Southlake Website | <input type="checkbox"/> Cold Call to City |
| <input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> Other |

Appendix B – Bid Document (continued)

I. REQUIRED BID INFORMATION. IN ORDER FOR A BID TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Bidder shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Bid submitted.
- E. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City’s Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Bidder shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

| Item # | Quantity | Description of Products/Services | Unit Price |
|---|----------|----------------------------------|------------|
| CITY OF SOUTHLAKE VEHICLES AND APPARATUS | | | |
| QUARTERLY MAINTENANCE SERVICES | | | |
| 1. | Per Svc | Unit # 301 Per Scope of Services | \$_____ |
| 2. | Per Svc | Unit # 302 Per Scope of Services | \$_____ |
| 3. | Per Svc | Unit # 304 Per Scope of Services | \$_____ |
| 4. | Per Svc | Unit # 306 Per Scope of Services | \$_____ |
| 5. | Per Svc | Unit # 307 Per Scope of Services | \$_____ |
| 6. | Per Svc | Unit # 308 Per Scope of Services | \$_____ |
| 7. | Per Svc | Unit # 309 Per Scope of Services | \$_____ |

| | | | |
|-----|---------|--|----------|
| 8. | Per Svc | Unit # 311 Per Scope of Services | \$ _____ |
| 9. | Per Svc | Unit # 312 Per Scope of Services | \$ _____ |
| 10. | Per Svc | Unit # 313 Per Scope of Services | \$ _____ |
| 11. | Per Svc | Unit # 314 Per Scope of Services | \$ _____ |
| 12. | Per Svc | Unit # 320 Per Scope of Services | \$ _____ |
| | | SOUTHLAKE TOTAL QUARTERLY SERVICES: | \$ _____ |

| Item # | Quantity | Description of Products/Services | Unit Price |
|--------|----------|---|------------|
| | | ANNUAL MAINTENANCE SERVICES | |
| 13. | Per Svc | Unit # 301 Per Scope of Services | \$ _____ |
| 14. | Per Svc | Unit # 302 Per Scope of Services | \$ _____ |
| 15. | Per Svc | Unit # 304 Per Scope of Services | \$ _____ |
| 16. | Per Svc | Unit # 306 Per Scope of Services | \$ _____ |
| 17. | Per Svc | Unit # 307 Per Scope of Services | \$ _____ |
| 18. | Per Svc | Unit # 308 Per Scope of Services | \$ _____ |
| 19. | Per Svc | Unit # 309 Per Scope of Services | \$ _____ |
| 20. | Per Svc | Unit # 311 Per Scope of Services | \$ _____ |
| 21. | Per Svc | Unit # 312 Per Scope of Services | \$ _____ |
| 22. | Per Svc | Unit # 313 Per Scope of Services | \$ _____ |
| 23. | Per Svc | Unit # 314 Per Scope of Services | \$ _____ |
| 24. | Per Svc | Unit # 320 Per Scope of Services | \$ _____ |
| | | SOUTHLAKE TOTAL ANNUAL SERVICES: | \$ _____ |

| CITY OF KELLER FIRE APPARATUS | | | |
|--|----------|---------------------------------------|------------|
| Item # | Quantity | Description of Products/Services | Unit Price |
| | | QUARTERLY MAINTENANCE SERVICES | |
| 25. | Per Svc | Unit # 301 Per Scope of Services | \$ _____ |
| 26. | Per Svc | Unit # 302 Per Scope of Services | \$ _____ |

| | | | |
|-----|---------|---|----------|
| 27. | Per Svc | Unit # 306 Per Scope of Services | \$ _____ |
| 28. | Per Svc | Unit # 310 Per Scope of Services | \$ _____ |
| | | KELLER TOTAL QUARTERLY SERVICES: | \$ _____ |

| Item # | Quantity | Description of Products/Services | Unit Price |
|--------|----------|--------------------------------------|------------|
| | | ANNUAL MAINTENANCE SERVICES | |
| 29. | Per Svc | Unit # 301 Per Scope of Services | \$ _____ |
| 30. | Per Svc | Unit # 302 Per Scope of Services | \$ _____ |
| 31. | Per Svc | Unit # 306 Per Scope of Services | \$ _____ |
| 32. | Per Svc | Unit # 310 Per Scope of Services | \$ _____ |
| | | KELLER TOTAL ANNUAL SERVICES: | \$ _____ |

| CITY OF COLLEYVILLE FIRE APPARATUS | | | |
|---|----------|---------------------------------------|------------|
| Item # | Quantity | Description of Products/Services | Unit Price |
| | | QUARTERLY MAINTENANCE SERVICES | |
| 33. | Per Svc | Unit # 402 Per Scope of Services | \$ _____ |
| 34. | Per Svc | Unit # 404 Per Scope of Services | \$ _____ |
| 35. | Per Svc | Unit # 405 Per Scope of Services | \$ _____ |
| 36. | Per Svc | Unit # 406 Per Scope of Services | \$ _____ |
| 37. | Per Svc | Unit # 407 Per Scope of Services | \$ _____ |
| 38. | Per Svc | Unit # 408 Per Scope of Services | \$ _____ |
| 39. | Per Svc | Unit # 409 Per Scope of Services | \$ _____ |
| 40. | Per Svc | Unit # 418 Per Scope of Services | \$ _____ |
| 41. | Per Svc | Unit # 419 Per Scope of Services | \$ _____ |
| 42. | Per Svc | Unit # 420 Per Scope of Services | \$ _____ |
| 43. | Per Svc | Unit # 421 Per Scope of Services | \$ _____ |
| 44. | Per Svc | Unit # 422 Per Scope of Services | \$ _____ |
| 45. | Per Svc | Unit # 423 Per Scope of Services | \$ _____ |

| | | | |
|-----|---------|--|----------|
| 46. | Per Svc | Unit # 447 Per Scope of Services | \$ _____ |
| | | COLLEYVILLE TOTAL QUARTERLY SERVICES: | \$ _____ |

| Item # | Quantity | Description of Products/Services | Unit Price |
|--------|----------|---|------------|
| | | ANNUAL MAINTENANCE SERVICES | |
| 47. | Per Svc | Unit # 402 Per Scope of Services | \$ _____ |
| 48. | Per Svc | Unit # 404 Per Scope of Services | \$ _____ |
| 49. | Per Svc | Unit # 405 Per Scope of Services | \$ _____ |
| 50. | Per Svc | Unit # 406 Per Scope of Services | \$ _____ |
| 51. | Per Svc | Unit # 407 Per Scope of Services | \$ _____ |
| 52. | Per Svc | Unit # 408 Per Scope of Services | \$ _____ |
| 53. | Per Svc | Unit # 409 Per Scope of Services | \$ _____ |
| 54. | Per Svc | Unit # 418 Per Scope of Services | \$ _____ |
| 55. | Per Svc | Unit # 419 Per Scope of Services | \$ _____ |
| 56. | Per Svc | Unit # 420 Per Scope of Services | \$ _____ |
| 57. | Per Svc | Unit # 421 Per Scope of Services | \$ _____ |
| 58. | Per Svc | Unit # 422 Per Scope of Services | \$ _____ |
| 59. | Per Svc | Unit # 423 Per Scope of Services | \$ _____ |
| 60. | Per Svc | Unit # 447 Per Scope of Services | \$ _____ |
| | | COLLEYVILLE TOTAL ANNUAL SERVICES: | \$ _____ |

| Item # | Quantity | Description of Products/Services | Unit Price |
|--------|----------|--|------------|
| | | ALL DEPARTMENTS ITEMS | |
| | | GROUND LADDER TESTING ALL DEPARTMENTS | |
| 61. | Per Ft | Ground Ladder Testing Per Scope of Services | \$ _____ |
| 62. | | Testing Services Performed at _____ | |
| | | ANNUAL PUMP TESTING ALL DEPARTMENTS | |
| 63. | Per Svc | Annual Pump Testing Per Scope of Services | \$ _____ |

| | | | |
|--|---------|--|----------|
| 64. | | Testing Services Performed at _____ | |
| ANNUAL AERIAL TESTING ALL DEPARTMENTS | | | |
| 65. | Per Svc | Annual Aerial Testing Per Scope of Services | \$ _____ |
| 66. | | Testing Services Performed at _____ | |
| MISCELLANEOUS FEES ALL DEPARTMENTS | | | |
| 67. | Per Svc | Travel Fee. Please Indicate How and When Charged _____ _____ | \$ _____ |
| 68. | Per Hr | Hourly Labor Rate for Shop Repairs | \$ _____ |
| 69. | Per Hr | Hourly Labor Rate for Field Repairs | \$ _____ |
| 70. | Per Hr | Hourly Labor Rate for After Hours Field Repairs | \$ _____ |
| 71. | Per Svc | Apparatus / Vehicle Pick Up and Delivery Fee | \$ _____ |
| 72. | Per Svc | Parts Discount Percentage from List Price | _____ % |
| 73. | Per Svc | Shop Supply Charges Percentage of Bill _____ % Max Amount \$ _____ | \$ _____ |
| 74. | Per Svc | Other Vendor Charges. Please Describe. _____ _____ _____ | \$ _____ |
| 75. | Per Svc | Other Vendor Charges. Please Describe. _____ _____ _____ | \$ _____ |
| 76. | Per Svc | Other Vendor Charges. Please Describe. _____ _____ _____ | \$ _____ |
| TOTAL ALL DEPARTMENT AND ITEMS: | | | \$ _____ |

3. Bidder's Experience / Staff

- A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years experience the business has: _____; and the number of employees: _____.

Number of Certified Emergency Vehicle Technicians (EVT) on staff: _____.

- D. Project Related Experience: All Bids must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

4. References

Bidder shall provide three (3) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference 2:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #3:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

5. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This bid ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

6. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder’s Social Security Number: # _____-_____-_____.

7. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity’s debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase; **No, Only the City can purchase.**

8. Term of Contract and Option to Extend:

Any contract resulting from this RFB shall be effective for twelve months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor’s past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor’s cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

FIRST ADDITIONAL YEAR (FY 2013) ESCALATION..... _____%

SECOND ADDITIONAL YEAR (FY 2014) ESCALATION..... _____%

THIRD ADDITIONAL YEAR (FY 2015) ESCALATION _____%

FOURTH ADDITIONAL YEAR (FY 2016) ESCALATION _____%

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Bid, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Bidder at no additional cost to the City.
- E. Excess or Incorrect Commodities: Products or materials delivered in error or in excess of the quantity ordered shall be returned at the successful Bidder's expense, unless otherwise agreed to in writing by the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Bidder agrees that Bidder and Bidder’s employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder’s vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Bidder certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Bid and Enter Contract: The person signing on behalf of Bidder certifies that the signer has authority to submit the Bid on behalf of the Bidder and to bind the Bidder to any resulting contract.
- H. Compliance with Applicable Law: Bidder agrees that the contract will be subject to, and Bidder will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. Financial Responsibility Provisions

- A. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

- B. **Indemnification**: Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

The Bidder agrees to protect and indemnify the City, all of its officers, Council members, agents and employees, from all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of any alleged infringement of patents or copyrights arising from the Contractor's performance under the Contractor's Bid, including attorneys' fees and court costs.

- C. **Indemnity for Intellectual Property**: Bidder hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: A person must file a conflict of interest questionnaire with the City if the person has a employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than \$250 during the previous twelve month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members appointed by the Mayor or City Council members;
4. Directors of 4A and 4B development corporations;
5. the executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Southlake who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government officer was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject

to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a "conflict of interest questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this Guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's internet website.*

ENFORCEMENT: Failure to file a questionnaire is a class c misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a conflict of interest questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

| |
|------------------------|
| OFFICE USE ONLY |
| Date Received |

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Southlake
Purchasing Division, Department of Finance
1400 Main Street, Suite #440
Southlake, Texas 76092

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Southlake | <input type="checkbox"/> Other: _____ |

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____