



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting bids for:

TITLE: Lighting Supplies (Bulbs and Ballasts)
ITB Number: 130E-10F
Commodity: 8460 Lighting Fixtures; 8499 Other Lighting Supplies
8405 Ballasts; 8450 Lamps, 8550
Due Date: 3:00 p.m., Tuesday, March 09, 2010
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060 

Pre-Bid Conference:

Date: There will be no pre-bid conference for this ITB

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Ed Matthews, Purchasing Manager at ematthews@cityofirving.org.

Questions may be submitted through 3:00 p.m., March 02, 2010.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

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SPECIFICATIONS

Intent - The intent of these specifications is to secure a lighting supply contract for use by various departments within the City of Irving. If you have any additional questions regarding these specifications, please contact **John Brogan at 972-721-2236, Parks and Building Maintenance**, for items in Group 1 (Items #1-36), and **Al Johnson at 972-721-2714, Parks and Building Maintenance**, for items in Group 2 (Items #37-40).

Pricing – all prices bid must be firm pricing for all items specifically listed in Groups 1 and 2. A discount off list price or a cost plus markup is requested for any item not specifically listed. A copy of the price sheet must be supplied with the invoice showing the percent discount or markup for any item not specifically listed.

Delivery - All orders should be complete and ready for delivery within three to five working days after receipt of order. **Back orders will not be accepted on the original purchase order.** Vendor shall contact the requesting department to be issued a separate purchase order number for out of stock (Back Order) items.

Pick Up of Orders - All orders must be ready for pick up by the various departments within twenty-four hours after receipt of order.

****Equivalent to Specified Brand** - To secure approval for a brand other than the one specified, submit request no later than **February 26, 2010**, to the requesting department. An addendum will be posted to notify the vendors of brands that have been approved as equals.

***John Brogan (Parks and Building Maintenance) for Items #1-36**
110 N Briery Road, Irving, Texas (972-) 721-2236

***Al Johnson (Parks and Building Maintenance) for Items #37-40**
825 W. Irving Blvd First Floor, Irving, Texas (972)-721-2714

**** Please submit Equivalent Brand no later than February 26, 2010 to Al Johnson at**
aljohnson@cityofirving.org

GROUP 1 - PARKS AND BUILDING MAINTENANCE

If you bid on this group, you must bid on all items in the group--lines 37-40

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
1	2,000	T12 - 4 ft. Cool White Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
2	3,000	T8 - 4 ft. Cool White Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
3	1,000	T8 - U Shape 6" Cool White Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
4	1,000	T12 - U Shape 6" Cool White Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
5	1,000	T12 - 8 ft. Cool White Slimline Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
6	1,200	T12 - 8 ft. Cool White High Output Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____

GROUP 1 - PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
7	500	T8 - 8 ft. Cool White High Output Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
8	300	T8 - 4 ft Electronic Ballast (4 Bulb), 120V As Equal to Philips Brand Brand _____ Number _____	_____	_____
9	50	T8 - 4 ft. Electronic Ballast (2 Bulb), 120V As Equal to Philips Brand Brand _____ Number _____	_____	_____
10	300	T8 - 4 ft Electronic Ballast (4 Bulb), 277V As Equal to Philips Brand Brand _____ Number _____	_____	_____
11	50	T8 - 4 ft. Electronic Ballast (2 Bulb), 277V As Equal to Philips Brand Brand _____ Number _____	_____	_____
12	100	T8 – 8 ft. High Output Electronic Ballast, 120V As Equal to Philips Brand Brand _____ Number _____	_____	_____

GROUP 1 - PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
13	150	T12 - 8 ft. Magnetic Ballast, 120V As Equal to Philips Brand Brand _____ Number _____	_____	_____
14	150	T12 - 8 ft. High Output Magnetic Ballast, 120V As Equal to Philips Brand Brand _____ Number _____	_____	_____
15	150	T12 - 8 ft. High Output Magnetic Ballast, 277V As Equal to Philips Brand Brand _____ Number _____	_____	_____
16	200	Compact Fluorescent lamp 18 watt part # 28918 color 2700 K. As Equal to TCP Brand Brand _____ Number _____	_____	_____
17	200	Compact Fluorescent flood lamp 23 watt flood lamp item # 1R4023 color 2700 K. As Equal to TCP Brand Brand _____ Number _____	_____	_____

GROUP 1 - PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
18	30	100W High Pressure Sodium Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
19	30	150W High Pressure Sodium Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
20	30	250W High Pressure Sodium Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
21	30	400W High Pressure Sodium Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
22	50	100W High Pressure Sodium Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
23	50	150W High Pressure Sodium Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____

GROUP 1 - PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
24	50	250W High Pressure Sodium Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
25	50	400W High Pressure Sodium Mogul Base Bulb As Equal to Sylvania Brand Brand _____ Number _____	_____	_____
26	50	100W High Pressure Sodium Medium Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
27	50	150W High Pressure Sodium Medium Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
28	30	100W Metal Halide Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
29	40	175W Metal Halide Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____

GROUP 1 - PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
30	50	250W Metal Halide Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
31	50	400W Metal Halide Multitap Ballast As Equal to Philips Brand Brand _____ Number _____	_____	_____
32	100	175W Metal Halide Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
33	150	250W Metal Halide Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
34	120	400W Metal Halide Mogul Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____

GROUP 1 – PARKS AND BUILDING MAINTENANCE

Vendors bidding on **Group 1 (Items #1-36)** must be located within a 15-mile radius of the Civic Center located at 825 W. Irving Blvd. Irving TX, to provide prompt pick-up and deliveries.

Item	Est. Qty.	Bid “All or None for the entire group”	Unit Price	Total Price
35	100	100W Frosted Metal Halide Med. Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
36	150	175W Clear Metal Halide Med. Base Bulb As Equal to Philips Brand Brand _____ Number _____	_____	_____
GROUP 1 – Total for Item 1-36				_____

Street Address: _____

Distance from 825 W. Irving Blvd: _____ **miles.**

Following is for informational purposes only and will not be a factor in bid award:

For all items not specifically listed above, provide a cost plus or a discount off list price.

Cost Plus _____ % or List Less _____ %.

Information for your closest parts/service location to 825 W. Irving Boulevard, Irving, TX:

Days of Operation: _____

Hours of Operation: _____

Delivery time ARO (After Receipt of Order): _____ hours or _____ days.

GROUP 2 - PARKS AND BUILDING MAINTENANCE

If you bid on this group, you must bid on all items in the group--lines 37-40

(Items #37-40)

Item	Est. Qty.	Bid "All or None for the entire group"	Unit Price	Total Price
37	12	1000W/480V Metal Halide Ballasts As Equal to Sylvania Brand Brand _____ Number _____	_____	_____
38	12	1500W/480V Metal Halide Ballasts As Equal to Sylvania Brand Brand _____ Number _____	_____	_____
39	90	MH1500 BU Lamp, 1500 Watt Halide As Equal to Sylvania Brand Brand _____ Number _____	_____	_____
40	90	MH 1000/U Lamp, 1000W Metal Halide As Equal to Sylvania Brand Brand _____ Number _____	_____	_____
GROUP 2 – Total for Items 37-40				_____

For all items not specifically listed above, provide a cost plus or a discount off list price.

Cost Plus _____ % or List Less _____ %.

CITY OF IRVING

SUMMARY RESPONSE PAGE for ITB 130E-10F

COMPLETE LEGAL NAME of firm submitting bid: _____

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

GROUP 1 TOTAL from Bid Pricing Pages \$ _____

GROUP 2 TOTAL from Bid Pricing Pages \$ _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

ARE YOU BIDDING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned** _____ **Certification #** _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply:

_____ **EBT (electronic bank transfer)** _____ **Check** _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: Please attach to this page a list of (3) references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address. The City may utilize other available information in gaining a comprehensive overview of the bidder's qualifications and record of performance.



STANDARD TERMS AND CONDITIONS

Attachment A-1 (rev. 12/31/08)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

2. Requirements

By submitting a bid or proposal, the respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Conditional Bids
The City will not accept conditional bids which qualify the bidder's response in any way.
9. Minor Irregularities
The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.
10. Responsiveness of Bids
The City wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.
11. Discrepancies and Errors
In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.
12. Identical Bids
In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.
13. Reciprocal Local Preference
Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.
14. Withdrawal of Bids
Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City's purchasing manager. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension
15. Disqualification of Bidder
The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
16. Cost of Bid
The cost of submitting bids shall be borne by the bidders, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.
17. Inclusive Pricing
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

18. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

19. Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB City of Irving specified delivery address or site.

20. Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the City's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

21. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Bidder must obtain City employee signature upon delivery. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

22. Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

23. MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

24. Taxpayer Identification

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

25. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

26. Payment

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

27. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

28. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

29. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

30. New Products

The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer's distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

31. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective or nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

32. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

33. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

34. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

35. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

36. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

37. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

38. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after bids are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

40. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO BIDDERS

Attachment B-1 (rev. 1/15/10)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Third-Party Web Sites

With the exception of DemandStar, we do not support information about City of Irving solicitations posted on third-party Web sites. The City does not guarantee the accuracy of information secured from such Web sites and does not assume any responsibility for errors or misinformation that affects submitted bids or proposals.

3. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

4. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.), and should be the first document in the bidder's response.

5. Signature

The signature on the Summary Response Page should be in ink and from an individual with the authority to commit the bidder's company to the prices bid and terms stated.

6. Bid Sheet Omissions

If a bidder believes the bid sheet does not adequately provide for quotes on all goods and services necessary to fulfill the specifications, it is the vendor's responsibility to address this issue prior to the date and time for cut-off of written questions.

7. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

8. Cooperative Purchase
Bidders are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.
9. Payment Terms, Discount & Type of Payment
Bidder should state payment terms on the Summary Response Page. **If the bidder fails to indicate payment terms, the City will use the default of 2%/30 days.** The bidder may also express the method(s) in which he or she wishes to receive payment.
10. References
When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references.
11. Conflict of Interest
Bidders should review the instructions on conflict of interest (Attachment C-1). Bidders are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
12. Environmental Stewardship
Bidders are encouraged to review the City's commitment to the environment (Attachment E-1). Bidders are to complete and submit the Environmental Stewardship form (Attachment E-2).
13. Good Faith Effort
Bidders are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Bidders are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended bidder(s) will be required to complete the additional GFE forms as part of the award process.
14. Addendums
It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.
15. Exceptions
If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.
16. Checklist
A Bidder's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.
17. Hot Line
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO BIDDERS

Attachment B-2 (rev. 12/31/08)

1. Bidding Process/Contact Information

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Ed Matthews, Purchasing Manager

ematthews@cityofirving.org

972-721-3757

2. Method of Award

Award will be made by group to the lowest responsive, responsible bidder. Bidders do not have to bid on every group, but must bid on every line within a group that is being bid. The City reserves the right to award by whichever method is most favorable to the City, but will award to the lowest, responsive, responsible bidder no matter which method is used. Awards totaling \$50,000 or more will be made by the Irving City Council.

3. Public Bid Opening

A public bid opening will be held at 3:00 p.m. on March 09, 2010, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. Pre-Bid Meeting

No Pre-Bid Meeting

5. Required Contract

City's contract is attached and should be signed and submitted with your bid.

6. Brand References

A bidder seeking to substitute an alternate brand to that which is specified, must submit a request to substitute, along with the proposed brand name, on or before February 26, 2010. If the substitute brand is accepted, notification to potential bidders will be made in the form of an addendum. The City will make the final determination as to whether a product is a true equivalent and may be substituted.



CHECKLIST FOR BIDDERS

Attachment B-3 (rev. 1/15/10)

Documents to be submitted in response to this Invitation to Bid (ITB)

_____ BID PRICING PAGES (pages 4-12)

_____ SUMMARY RESPONSE PAGE (page 13)

_____ DUE DATE: March 09, 2010, 3:00 pm

Bids failing to comply with the above will be deemed non-responsive.

These items are also to be submitted with your bid

_____ 1 ADDITIONAL DUPLICATE COPIES OF BID

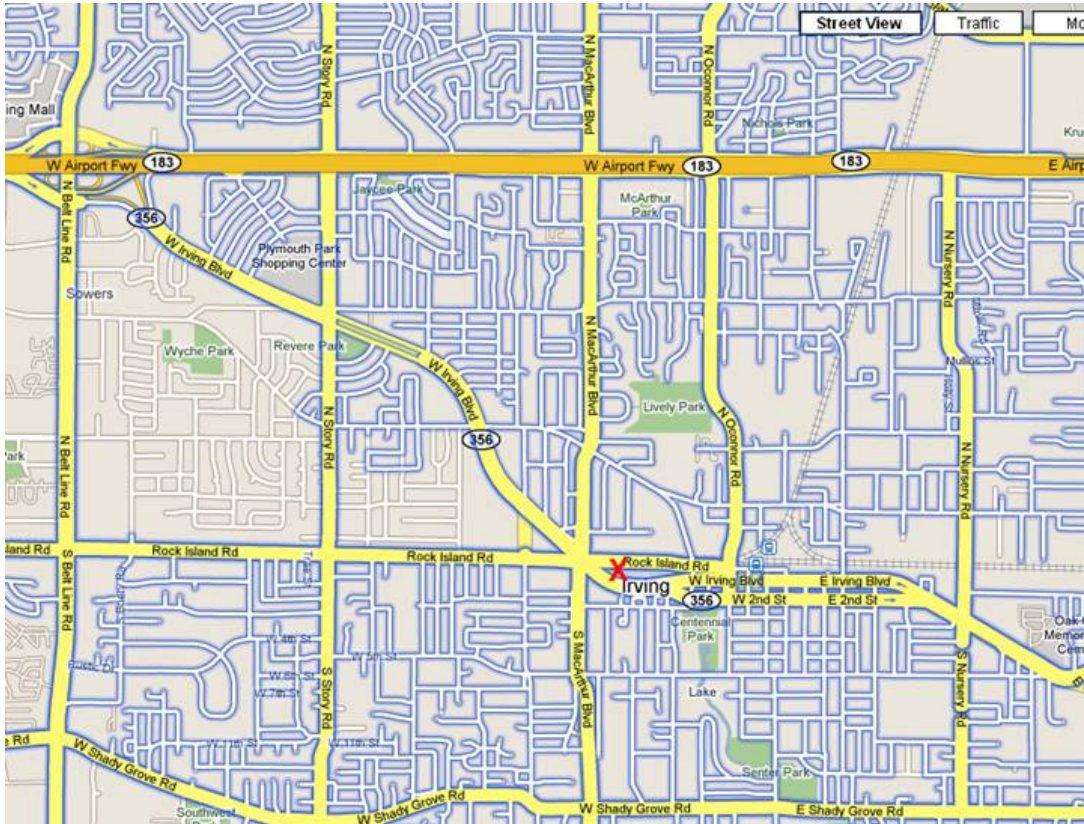
_____ GOOD FAITH EFFORT AFFIDAVIT (Attachment F-2)

_____ ENVIRONMENTAL STEWARDSHIP (Attachment E-2)

_____ CONFLICT OF INTEREST STATEMENT (If applicable) (Attachment C-2)

_____ REFERENCES (As requested on the Summary Response Page)

_____ STANDARD CONTRACT FOR SERVICES (Attachment H-2)



Location of City of Irving Purchasing Division

Attachment B-5 (rev. 12/31/08)





INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE
Attachment C-1 (rev. 1/15/10)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment C-2, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. COI form is good for one year, and must be re-filed if conflict still exists.
5. To view a listing of conflict of interest forms filed with the City of Irving, please click
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>
6. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.
7. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See Section 176.006, Local Government Code.</i> A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		OFFICE USE ONLY Date Received
1	Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money.	
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

Adopted 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict.

7

Signature of person doing business with the governmental entity

Date

Adopted 01/13/2006

ITB _____

Name of Bidder _____

NO INSURANCE REQUIREMENTS FOR THIS ITB

Attachment D-9 (rev. 12/31/08)



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 1/15/10)

In January, 2009, the Irving City Council adopted an environmental policy, acknowledging that it is our financial, social, and environmental responsibility to our citizens to ensure a greater future for Irving and its residents.

The City of Irving is committed to becoming an environmentally sustainable community by providing leadership to conserve, protect, and improve the environment for the benefit of our citizens. The City will integrate sustainable social, economic and environmental objectives into decision-making processes to maintain high standards of living, social harmony, and environmental quality.

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

It is your responsibility as a contractor to know which of the many laws, ordinances, and regulations relating to the protection of the environment relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP

Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

- _____ **Recycling** _____

- _____ **Energy Efficiency Practices** _____

- _____ **Environmentally Preferred** _____

- _____ **Water/Energy Conservation** _____
- _____ **Air Quality/Emissions** _____
- _____ **Disposal Practices** _____
- _____ **Other Environmentally Friendly Practices** _____

Bidder: _____

ITB Number _____ **Date** _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agreed upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT

Attachment F-2 (rev. 1/15/10)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u>	<u>Architectural & Engineering</u>	<u>Professional Services</u>	<u>Other Services</u>	<u>Goods</u>
30.00%	28.00%	33.00%	20.00%	10.00%

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

ITB Number: _____

Date: _____

Name of Company: _____

Printed Name of Certifying Official of Company

Title

Signature of Certifying Official of Company

Phone Number

Form GFE-1

NO BONDING REQUIREMENTS FOR THIS ITB

Attachment G-9 (rev. 12/31/08)



INSTRUCTIONS FOR STANDARD CONTRACT

Attachment H-1

- 1. The Standard Contract and Acknowledgement, Attachment H-2 or H-7, must be completed and submitted with the bid response for all annual contracts for goods, and for all solicitations for services, unless a specialized contract will be offered.**
- 2. Date, complete information at the bottom of page one, and sign.**
- 3. Page two requires the signature to be notarized with the proper acknowledgement. Select from one of three versions: Corporate, Partnership or Sole Proprietorship.**

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H-2

STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL PERSONS BY THESE PRESENTS:
CITY OF IRVING §

I.

Conditioned upon Vendor being awarded by the Irving City Council, or award being made administratively, the bid items set out in **ITB 130E-10F**, and upon order of the City of Irving, Texas, a municipal corporation located in Dallas County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Vendor does hereby agree to sell, lease, furnish and/or deliver to City in accordance with the terms of Vendor's submitted Bid Page and the Specifications in above referenced ITB, the items listed as awarded to bidder in the Irving City Council resolution awarding such bid to Vendor, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Vendor for each order at the unit price listed upon the Bid Page and Specifications with payment being subject to any discount terms stated upon the Bid Page, the Summary Response Page, and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments. Any purchase of items so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Vendor will require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to quantities and quality herein provided, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Agent of the City. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar units on the open market and recover from Vendor any difference in price thereof.

SIGNED this the ____ day of _____, A.D. 2____.

Signature _____

Name _____

Title _____

Company Name _____

STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name) (Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2_____.

Notary
Public In and For
County, _____

My Commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name) (Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2_____.

Notary Public In and For
County, _____

My Commission expires: _____

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D., 2_____

Notary Public In and For
County, _____

My Commission expires: _____