



7494

SCADA Maintenance and Service

Issue Date: 9/24/2020

Questions Deadline: 10/1/2020 10:00 AM (CT)

Response Deadline: 10/8/2020 11:00 AM (CT)

Denton - Purchasing

Contact Information

Contact: Crystal Westbrook

Address: Senior Buyer

901-B Texas Street

Denton, TX 76209

Phone: (940) 349-7100

Email: crystal.westbrook@cityofdenton.com

Event Information

Number: 7494
Title: SCADA Maintenance and Service
Type: Request for Proposal
Issue Date: 9/24/2020
Question Deadline: 10/1/2020 10:00 AM (CT)
Response Deadline: 10/8/2020 11:00 AM (CT)
Notes:

Out of an abundance of caution, the City of Denton is not accepting hard copy bids.

Please submit all bids electronically in Ionwave at <https://dentontx.ionwave.net>.

The City highly recommends that respondents do not wait until minutes before the due date and time to submit proposal.

The submittal process may take significant time.

Submissions accepted via IONWAVE ONLY (no emails).

Questions must be submitted by the deadline via IONWAVE only (no emails/no phone calls)

The City of Denton (the City) is requesting submissions to contract with an individual or business with considerable experience in providing goods or services of this solicitation. The responses and the cost solutions shall be submitted to the City of Denton in a sealed submission.

The awarded individual or business shall possess a proven track record of using innovative approaches to providing goods and services that represent the best value to their clients. The awarded individual or business shall have the ability to accomplish all aspects of the requested services. The selected individual or firm should be able to provide innovative methods to deal with municipal challenges, and cost effective solutions.

A firm may submit a solicitation response for one or more of the categories of product or services requested in this solicitation.

It is the intent of the entity to consider interlocal cooperative agreements and state/federal contracts in determining the best value for the entity.

Ship To Information

Address: 901B Texas Street
Denton, TX 76209

Billing Information

Contact: City of Denton
Address: Accounts Payable
215 E McKinney St
Denton, TX 76201-4299

Bid Activities

Pre-Bid Conference

9/30/2020 1:00:00 PM (CT)

A non-mandatory pre-solicitation conference will be available to interested contractors. Attendance at the pre-solicitation conference is strongly encouraged prior to submission of a response. The conference will be held virtual.

To join please click on the link below or dial in, see the information below:

[Join Microsoft Teams Meeting](#) or

Call +1(940) 208-1678

Conference ID: 584 221 506#

Bid Attachments

7494 Sample Contract.pdf

Sample Contract

[Download](#)

7494 SOW.pdf

Scope of Work

[Download](#)

Conflict_of_Interest_Questionnaire.docx

Conflict of Interest Questionnaire

[Download](#)

Safety_Record.docx

Safety Record

[Download](#)

Substitute_W-9_Form.pdf

Substitute W-9

[Download](#)

Local Preference Resolution.pdf

Local Preference Resolution

[Download](#)

Requested Attachments

Conflict of Interest Questionnaire

(Attachment required)

The individual or business must disclose any business relationship that would have an effect, of a conflict of interest. Please attach a signed copy of the conflict of interest questionnaire.

Safety Record

(Attachment required)

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the written definition and criteria as shown in the Safety Record Questionnaire for accurately determining the safety record of a respondent prior to awarding City contracts.

Invoice Example

(Attachment required)

Please attach an example of your invoice based on the City requirements in Attribute 5.

W-9

(Attachment required)

This will be used if awarded to set you up as a vendor in our system.

Secretary of State Certificate

(Attachment required)

To do business with the City of Denton you are required to be registered at the State of Texas, please attach proof of registration. If your company is exempt please attach your Exemption Certificate.

Bid Attributes

1	SECTION 1 General Information
2	Contract Term It is the intention of the City of Denton to award a contract for three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods. The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.
3	Pricing Unit Pricing shall include all fees and costs to provide the goods and services to the City. Unit pricing for goods shall include delivery costs, F.O.B. Destination Firm Price Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in "RICE ADJUSTMENTS". Price Decreases/Discount Increases Respondents are required to immediately implement any price decrease or discount increase that may become available. The City of Denton must be notified in writing for updating the contract.

4 Price Adjustments

Prices quoted for the commodities or services described in the solicitation must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturers price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5 Invoices

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. **Invoices shall be itemized and transportation charges, if any, shall be listed separately.** A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

A sample invoice must be submitted with this solicitation

Acknowledge

(Required: Check if applicable)

6 Cooperative Purchasing Agreement

As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. The governmental entities will have the option to use the pricing as agreed to within the resulting contract. Governmental entities will issue their internal purchase orders directly to the contractor(s).

Yes No (Please Select)

(Required: Check only one)

7 Submittal Instructions

The City of Denton will accept electronic in lonwave submittals until the date and time on the cover sheet of this solicitation. Any submission received after the date and/or hour set for solicitation opening will be automatically rejected. Do not wait until the last minute, incomplete submission will be automatically rejected. The City will not allow late submissions due to technical difficulties.

The City of Denton reserves the right to accept or reject in part or in whole any submission, and to waive technicalities of the submission, in the best interest of obtaining best value for the City.

Each respondent is responsible for taking the necessary steps to ensure their submission is received by the date and time noted herein. The City is not responsible for technical difficulties that may result in the submission arriving after the set time.

8 Evaluation Procedures

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Denton Purchasing Policies and procedures. The City of Denton shall open all submissions and evaluate each respondent in accordance to the below criteria:

Step 1: The City of Denton will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Denton, reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below:

Delivery/Project Schedule (FACTOR: 30 %)

Ability to timely start and complete project. This includes the schedule to complete project and may include ability to meet required milestones of completion. For supplies, the estimated delivery after receipt of order.

Indicators of Probable Performance under contract (FACTOR: 40%)

Indicators of probable performance under the contract to include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable maintenance agreements and support.

Price, Total Cost of Ownership (FACTOR: 30%)

The price of items, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.

The total possible score of the submissions shall be scored and weighted as indicated above. Based on the outcome of the computations performed, each submission will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each submission for completion of the final scoring process.

Step 2: After the final ranking of the submissions and determination of Firm(s) that provide a best value to the City and are within the competitive range, provided the City of Denton elects to proceed without oral discussions, the City will immediately proceed to negotiate final pricing, terms and conditions with the **highest ranked Firm or Firms**. The best and final pricing cannot be higher than the original proposal submitted. The City of Denton may elect to conduct oral discussions, request clarifications, and presentations concerning the project approach and ability to furnish the requirements, as part of the negotiation process. The City may elect to utilize a Best and Final negotiation phase to determine the Firm that provides the overall best value to the City.

Step 3: Upon selection of the submission or Best and Final Offer that represents the "best value", a written recommendation will be presented to the appropriate approving authority for the City of Denton (the City Manager, Public Utility Board, City Council) requesting authorization to proceed with contract execution for the proposed services.

In accordance with Texas State Law, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process.

After the contract has been awarded all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Denton Materials Management staff to document the request for a debriefing. A meeting with the City of Denton Materials Management Staff and the using Division will be scheduled within a reasonable time.

9 Protests

Any interested party who is aggrieved in connection with a solicitation or award of a contract may protest per the City of Denton policy located here on page 52 - "https://www.cityofdenton.com/CoD/media/City-of-Denton/Business/Solicitations%20and%20Contracting/Denton-Procurement-Policy_Final.pdf

10 Section 2

Business Overview Questionnaire

1 1	Firm's Legal Name
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

1 2	Address Line 1
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

1 3	Address Line 2
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

1 4	City
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

1 5	State
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 1000 characters allowed)</i>

1 6	Zip Code
	<hr/> <hr/> <hr/>
	<i>(Required: Maximum 15 characters allowed)</i>

1 7	Agent Authorized to sign contract
	The agents name and email who is authorized to sign the contract
	<hr/> <hr/> <hr/>
<i>(Required: Maximum 1000 characters allowed)</i>	

1 8	Subsidiary of:
	<hr/> <hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

19 Organization Class
 Partnership Corporation Individual Association
(Required: Check only one)

20 Tax Payer ID

(Required: Maximum 1000 characters allowed)

21 Date Established

(Required)

22 Historically Underutilized Business
 Yes, We are a registered HUB.
(Optional: Check if applicable)

23 Please provide a detailed listing of all products and/or services that your company provides.

(Required: Maximum 4000 characters allowed)

24 Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name?
If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)

(Optional: Maximum 4000 characters allowed)

25 Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

(Optional: Maximum 4000 characters allowed)

2
6

Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s).

(Optional: Maximum 4000 characters allowed)

2
7

Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 General Industry Standard and/or 29 CFR 1926 General Construction Standards as they apply to your Company's customary activities?

http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

(Optional: Maximum 4000 characters allowed)

2
8

Resident/Non-Resident Bidder Determination

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders state. In order to make this determination, please provide the name, address and phone number of:

- a. Responding firms principle place of business:
- b. Company's majority owner principal place of business
- c. Ultimate Parent Company's principle place of business

(Optional: Maximum 4000 characters allowed)

29 Prohibition on Contracts with Companies Boycotting Israel

Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts and provide documentation that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than \$100,000

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Sole proprietorship Employs less than 10 Full time employees
 Value of the contract is less than \$100,000 Does not Boycott Israel

(Required: Check only one)

**30 Section 3
Minimum Qualifications**

31 Three(3) years experience providing similar products or services

Yes No (Please Select)

(Required: Check only one)

32 Reference 1 - Government/Company Name

Person who you have done business with in the past.

(Required: Maximum 1000 characters allowed)

33 Reference 1 - Phone

Enter phone number.

(____) _____ - _____ ext: _____

(Required)

34 Reference 1 - Contact Person & Title

(Required: Maximum 1000 characters allowed)

35 Reference 1 - Email Address

(Required: Email address)

36 Reference 1 - Scope of Work

(Required: Maximum 1000 characters allowed)

37 Reference 1 - Contract Period

(Required: Maximum 1000 characters allowed)

38 Reference 2 - Government/Company Name
Person who you have done business with in the past.

(Required: Maximum 1000 characters allowed)

39 Reference 2 - Phone
Enter phone number

(____) ____ - _____ ext: _____

(Required)

40 Reference 2 - Contact Person & Title

(Required: Maximum 1000 characters allowed)

41 Reference 2 - Email Address

(Required: Email address)

42 Reference 2 - Scope of Work

(Required: Maximum 1000 characters allowed)

43 Reference 2 - Contract Period

(Required: Maximum 1000 characters allowed)

4 4	Reference 3 - Government/Company Name Person who you have done business with in the past <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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4 5	Referenece 3 - Phone Enter phone number <input type="text" value="(____) _____ - _____"/> ext: <input type="text"/> <i>(Required)</i>
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4 6	Reference 3 - Contact Person & Title <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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4 7	Reference 3 - Email Address <input type="text"/> <i>(Required: Email address)</i>
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4 8	Reference 3 - Scope of Work <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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4 9	Reference 3 - Contract Period <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
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5 0	Registered with the State of Texas The responding individual or business must be registered in the State of Texas, or the County of Denton, to provide the products or services required in the solicitation, and the individual or business must have all licensure required by the State to provide any services required under this contact. To learn how to obtain information about filing with the State of Texas, or obtaining copies or certificates from the Secretary of State visit Webpage: http://www.sos.state.tx.us/corp/copies.shtml ; Phone 512-463-5578; or email corpcert@sos.state.tx.us .
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5 1	Authorized Manufacturer Authorized manufacturer or distributor authorized by the manufacturer for products identified in the Technical Specifications to sell to the City of Denton, Texas. Attach documentation such as a letter from the manufacturer or a line card.
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5 2	Section 4 Terms and Conditions
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General Provisions

1. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as a meaning that the only best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2. RESPONDENTS COST TO DEVELOP SUBMITTAL

Respondents to this solicitation are responsible for all costs of submittal preparation, delivery and any oral presentations required as part of the selection process. All materials submitted in response to the solicitation become property of the City of Denton and will be returned only at the option of the City.

3. MINIMUM RESPONSE

Submittals that do not, at a minimum, contain the Attachments and Exhibit 1 Pricing Sheet will be subject to disqualification at the sole discretion of the City of Denton. If any firm submitting a proposal is a corporation, it must be registered to conduct business in the State of Texas. Proof of this registration must be included as part of the submittal.

4. VALIDITY PERIOD

The information included in the solicitation response(s), and any cost information obtained from a negotiation process, remain valid for 120 days from the response due date or until the contract is approved by the governing body.

5. REJECTION OF SUBMITTAL ANY PROPOSAL SUBMITTED AFTER THE DUE DATE AND TIME SPECIFIED WITHIN SECTION III, SHALL BE REJECTED. THE CITY SHALL REJECT RESPONSES SUBMITTED BY FIRMS THAT DO NOT MEET MINIMUM QUALIFICATIONS.

The City of Denton reserves the right to reject any and all submittals received in response to the solicitation and to waive any minor technicalities or irregularities as determined to be in the best interest of the City.

6. PROPRIETARY INFORMATION

If a respondent does not desire proprietary information in the submission to be disclosed, the respondent shall identify all proprietary information in the submission. This identification will be accomplished by individually marking each page or line item detail with the words "Proprietary Information". If the respondent fails to identify proprietary information, the respondent agrees that by submission of its response, that those sections shall be deemed non-proprietary and made available upon public request. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of all submissions. Respondent shall consider the implications of the Texas Public Information Act, particularly after the solicitation process has ceased and the contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Denton, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

7. NON-ENDORSEMENT

If a submission is accepted, the successful respondent shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Denton's endorsement of the successful respondent's services.

8. ASSIGNMENT

The successful contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Manager.

9. UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, respondent contact regarding this solicitation with members of the evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, or authorized City of Denton purchasing staff, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the evaluation, interview, or selection panels, City staff or City's consultants, or directly or indirectly through others, seeking to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this solicitation.

10. DISQUALIFICATIONS

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on a solicitation and may result in disqualification. Any submissions that do not clearly outline all qualifications may be disqualified.

11. INTELLECTUALLY PROPERTY INDEMNIFICATION

The contractor will indemnify, defend and hold harmless the City of Denton, and its authorized users, against any action or claim brought against the City of Denton, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City of Denton or its authorized users, in a judgment or settlement. If the City of Denton or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City of Denton, or its authorized users, the Contractor shall, at its sole expense:

- (1) procure for City of Denton or its authorized users, the right to continue using such software under the terms of this Contract; or
 - (2) replace or modify the software so that it is non-infringing.
-

12. RIGHTS TO DATA, DOCUMENTS, AND COMPUTER SOFTWARE (GOVERNMENTAL ENTITY OWNERSHIP)

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Denton and all such materials shall be delivered to the City by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

13. PATENT RIGHTS

The contractor agrees to indemnify and hold harmless the City from any claim involving patent right infringement or copyrights on goods supplied.

14. AWARD

The City reserves the right to award a contract or contracts to various respondents by line item, section(s), or by entire proposal; whichever is most advantageous, or provides the "best value" to the City, unless denied by the respondent.

15. CONTRACTS

The successful awarded vendor(s) will be required to sign an original contract. A sample contract is attached.

16. INSURANCE

The City requires standard insurance for services performed on site. The successful awarded vendor will be required to provide a certificate of insurance as outlined in the contract.

17. CHANGES DURING CONTRACT TERM

The awarded contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the products must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the solicitation number in the subject line, for review. Products/Services found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the contractor's expense.

18. ADDING NEW PRODUCTS OR SERVICES TO THE CONTRACT AFTER AWARD

Following the Contract award, additional services or products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to successful Contractor (s) to provide a proposal on the additional services and shall submit proposals to the City of Denton as instructed. All prices are subject to negotiation with a Best and Final Offer ("BAFO"). The City of Denton may accept or reject any or all pricing proposals, and may issue a separate solicitation for the services/products after rejecting some or all of the proposals. The commodities and services covered under this provision shall conform to the statement of work, specifications, and requirements as outlined in the request. Contract changes shall be made in accordance with Local Government Code 252.048

19. SAFETY AND ENVIRONMENTAL HAZARDS

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may exist at the City's facilities. The Contractor shall be responsible for identifying any hazardous conditions and notifying the City of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property. This will be accomplished by the Contractor conducting an environmental assessment and an occupational health, and safety inspection of the service bay or field service areas by competent, qualified and appropriately licensed practitioners. The costs of these inspections and any subsequent corrective action will be negotiated between the City and the Contractor.

All contractors to the City of Denton are required to ensure absolute safety standards are applied and enforced. The City of Denton will not be responsible for individual contractor safety, and the awarded contractor shall not hold the City of Denton responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

20. CONTRACTOR STANDARDS OF PERFORMANCE

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the solicitation to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

21. ANTICIPATED PROBLEMS AND PROPOSED SOLUTIONS

Respondent shall offer written observations, based upon previous experiences in public projects of this magnitude, addressing any anticipated problems and offer proposed solutions to those problems.

22. ADDITIONAL GENERAL REQUIREMENTS

A. Prior to commencement of the services, the City and selected individual or business will conduct an initial meeting to review the overall scope, schedule, deliverables and planning process to implement a successful program.

B. The awarded Contractor shall provide to the City of Denton, detailed reports of time and services provided to the City on a monthly basis.

C. Staff available to assist the selected provider is limited; the proposals submitted should not anticipate extensive staff assistance during equipment repairs or maintenance.

23. PAYMENT AND PERFORMANCE REQUIREMENTS

a. **PAYMENT AND INVOICES:** Payment processing: The City review, inspection, and processing procedures for invoices ordinarily require thirty (30) days after receipt of invoices, materials, or services. Submissions which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Manager, the review, inspection, and processing procedures can be completed as specified. It is the intention of the City of Denton to make payment within thirty days after receipt of valid invoices for which items or services have been received unless unusual circumstances arise. The 30 day processing period for invoices will begin on the date the invoice is received or the date the items or services are received, whichever is later. Direct deposit for payments: Contractors are encouraged to arrange for receiving payments through direct deposit. Information regarding direct deposit payments is available from the City of Denton Purchasing website: www.dentonpurchasing.com. Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator as identified in the Notice to Proceed. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.

b. **PAYMENT TO PERFORMANCE MILESTONES** Awarded contractor shall prepare and submit invoices after completion of specific project milestones. The invoice shall detail the major milestones accomplished and detailed cost information for project. These milestones shall be submitted to the City of Denton and the City's Project Staff shall review such for completion and accuracy, prior to payment authorization.

c. **TAX EXEMPTION** The City of Denton qualifies for sales tax exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. Any Contractor performing work under this contract for the City of Denton may purchase materials and supplies and rent or lease equipment sales tax free. This is accomplished by issuing exemption certificates to suppliers. Certificates must comply with State Comptroller's ruling #95-0.07 and #95-0.09.

24. SUBMISSION ERRORS

Prices offered shall be used for submission analysis and for agreement pricing. In case of errors in the pricing extension or totals, the unit pricing offered by the respondent will govern.

25. RIGHT TO PROTEST

Any interested party who is aggrieved in connection with a solicitation or award of a contract above the formal threshold may protest to the Procurement Director. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. In all other cases, protests shall be filed within five (5) days of notice of intent to award or in the absence of a notice of intent to award, prior to the award date. Filing of a protest must be in accordance with Article 12 of the Procurement Policy Manual found on the City of Denton webpage, Materials Management department page, under the Standard Terms, Conditions, and Policies section.

5 General Provisions - Additional for Goods & Services

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1. PREFERENCES

VENDORS THAT MEET OR EXCEED AIR QUALITY STANDARDS

1. This section applies only to a contract to be performed, wholly or partly, in a non-attainment area or in an affected county, as those terms are defined by Section 386.001, Health and Safety Code.
2. A governmental agency procuring goods or services may: give preference to goods or services of a vendor that demonstrates that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality; or require that a vendor demonstrate that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality. The preference may be given only if the cost to the governmental agency for the goods or services would not exceed 105 percent of the cost of the goods or services provided by a vendor who does not meet the standards."

2. PERFORMANCE LIQUIDATED DAMAGES

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

3. WARRANTIES

The contractor shall provide a warranty that is standard in the industry. Repair or Maintenance of fleet not performed to industry standards shall be accomplished at the contractor's expense, at the option of the City.

4. QUANTITIES

The quantities indicated on the Pricing Sheet are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the prices. Individual purchase orders will be issued on an as needed basis.

5. SAMPLES

Respondents must make samples available upon request by the City of Denton prior to award with no costs to the City.

6. AUTHORIZED DISTRIBUTOR

The respondent shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

7. SUBSTITUTIONS

Substitutions are not permitted without the written approval of The City of Denton Purchasing Department. If specific manufacturers, brands or part numbers are listed in the exhibits, the City will not accept substitutes. If the manufacturer part numbers provided has been updated, but do not change the material functionality, please note the change in bid exceptions.

8. SHIPPING, DELIVERY, AND PACKAGING

Identification of Shipments: In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

Packaging and Labeling: All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

Special Delivery Requirements: City Department representatives may have specific, internal delivery rules and policies. These will be provided on each purchase order issued. The contractor(s) will be required to adhere to those requirements.

Hours of Delivery: Delivery shall be made during the hours of 8:00 am to 3:00 pm (CST) unless prior approval for after-hours delivery has been obtained from the City. In the event of any approval by the City for after-hours delivery, Contractor may not invoice any additional charges for that delivery. Contractor is encouraged to obtain City's hours of operation at time of order.

Delivery Schedule: Respondent's shall furnish, in the space indicated on the price sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions. Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Respondent. The City of Denton, at its sole option, may choose to negotiate delivery times.

Delivery Delays: If delay is foreseen, Contractor shall give written notice to the City and must keep City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the City to purchase goods and services of this solicitation elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or removal of the contractor from the City's authorized list of suppliers.

Compliant Products: Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the contractor delivers products or materials in full compliance with the specifications to City's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. City reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

Restocking Fee: The City may request that a contractor accept return of merchandise already delivered or that a contractor cancel an order prior to delivery. If the return is required through no fault of the contractor, the contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the City determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%. There shall be no fees charged for cancellation of an order prior to shipment by the Contractor.

5 Bid Acceptance

I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and accept said Terms, Conditions and Specifications.

Yes Yes - with exceptions (Please Select)

(Required: Check only one)

5 Bid Acceptance Exceptions

If you answered yes - with exceptions to the above question please list the exceptions.

(Additional exceptions will not be allowed during the negotiation process)

(Optional: Maximum 4000 characters allowed)

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Additional Agreement

Any additional agreement that the supplier wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this solicitation. Any agreement that is submitted after the closing date of the solicitation shall not be considered. Please note that agreements in direct conflict with the terms and conditions of this solicitation may result in rejection of your response to the solicitation.

Acknowledged

(Required: Check if applicable)

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Acknowledgement

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet, without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <https://www.cityofdenton.com/en-us/business/solicitations-contracting> to ensure they have downloaded all addendum(s).

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge

(Required: Check if applicable)

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Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish an original Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 - Form 1295)
7. The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Acknowledge
(Optional: Check if applicable)

Bid Lines

1 Hourly Rate: Non-Emergency- 8:00am-5:00pm Mon-Fri

(Response required)

Quantity: 1 UOM: HR Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Hourly Rate: Non-Emergency - stay on job after 5pm

(Response required)

Quantity: 1 UOM: HR Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 Hourly Rate: Emergency Repairs

(Response required)

Quantity: 1 UOM: HR Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4 Parts: Percent mark-up

Quantity: 1 UOM: EA Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

