



City of Southlake

REQUEST FOR PROPOSALS

Proposal Reference Number: RFP1602B540SC160006

Project Title: Janitorial Services for City of Southlake Park Facilities

Proposal Closing Date: 3:00 P.M.(CST), Friday, March 4, 2016

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Southlake, Texas

Request for Proposals

1. Introduction

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

2. Definitions

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

Proposer: The Proposer and the Proposer's designated contact signing the first page of the Proposal.

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

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

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

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

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

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

3. General Information

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

4. RFP Withdrawals and/or Amendments

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

5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: **All proposals must be submitted electronically.** The Proposer must visit www.securebidusa.com and register. Once registered for this complimentary service, the Proposer may submit Proposal Documents electronically by selecting the appropriate Proposal Identification.
- B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on page 9 (nine) of Appendix B-Proposal. It is the Proposer's responsibility to have the Proposal Documents correctly electronically submitted by the submittal deadline. No extensions will be granted and no late submissions will be accepted.
- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded within the SecureBid electronic system shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.

- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. The City only accepts electronic submissions via www.securebidusa.com. Any other format (via telephone, fax, email, etc.) may be rejected by the City at its discretion.
- F. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which proposers are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposer or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Southlake for cause:
 - i) The successful proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful proposer violates any of the provisions of these specifications; or
 - iii) The successful proposer disregards laws or regulations of any public body having jurisdiction; or

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

Appendix A – Scope of Services

1. **Project Title:** Janitorial Services for City of Southlake Park Facilities

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to **TIM SLIFKA**, Phone. 817.748.8312, e-mail: tslifka@ci.southlake.tx.us.

3. **Special Conditions**

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

NONE

4. **Proposal Evaluation Factors**

Emphasis	Factor
35%	Vendor Overall Cost to Provide All Requested Services
30%	Vendor Experience in Providing Requested Services
30%	Vendor Ability to Provide Requested Services
5%	Vendor Past Experience with City

5. **Brand Manufacture Reference**

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

6. **Key Events Schedule**

Proposal Release Date	February 12, 2016
Deadline for Submittal of Written Questions	February 22, 2016
Sealed Proposals Due to and Opened by City	Shown on First Page of this RFP
Anticipated Committee Evaluation Review Date	Week of March 7, 2016
Anticipated Award Date	March 2016

7. **Scope of Services**

The City is seeking vendor(s) to provide as requested janitorial services for various City of Southlake Park restrooms, Park Pavilions and The Marq Southlake Amphitheater.

Restrooms Services

These services include cleaning of men's, women's and family style restrooms per the following specifications including, but not limited to,

- Cleaning of toilets
- Cleaning of urinals
- Cleaning of sinks

- Cleaning of mirrors
- Cleaning of hand dryers
- Cleaning of baby changing stations
- Clean lighting fixtures to include removing bugs from light housings
- Cleaning of floors
- Cleaning of walls
- Cleaning of ceilings
- Pick up loose trash in and around general restroom, Pavilion and Amphitheater area

Cleaning services include washing, disinfecting, drying, as required, of all items listed above. Removal of all spider webs, cleaning and refilling of soap dispensers, cleaning of C-Fold towel dispenser, cleaning and refilling of toilet seat pad dispensers, cleaning and refilling of toilet paper dispensers, emptying garbage cans and replacing liners, emptying feminine napkin trash and replacing liners.

Restroom floors in all locations shall be washed on Monday and Friday of each week utilizing a disinfectant soap. Additional floor cleanings may be requested and charged as a separate fee.

Paper products and supplies shall be provided by vendor for all locations and are a separate fee from the above services. Vendor shall list quantity and type of paper product and supplies used on submitted invoice for each location. The City reserves the right to provide vendor with paper products and supplies.

Pavilion Services

Bicentennial Park Playground has a total of three (3) pavilions. These pavilions include twelve (12) picnic tables and up to twenty (20) trash cans. These pavilion services shall include cleaning all trash from the pavilion area, washing and disinfecting floor, washing and disinfecting picnic tables, emptying trash cans and replacing liners. These services are as requested. This location may require multiple services in the course of a single day. Each requested cleaning shall be charged at the contract rates.

The Marq Southlake Exterior Restroom Facilities

The Marq Southlake Exterior has three (3) exterior access restrooms. This area shall be maintained per the restroom services listed above. These services do not include the interior portion of The Marq Southlake.

The Marq Southlake Amphitheater

The Marq Southlake Amphitheater has two (2) restrooms and may have up to twenty (20) trash cans. This area shall be maintained per the restroom services listed above. Trash cans shall be serviced per trash can guidelines.

Trash Can Services

Trash cans shall be emptied and liners replaced as needed. Vendor shall notify City of any trash cans or receptacles needing replacement or repair. Vendor shall be responsible for proper disposal of all trash.

Power Washing Services

Power washing services shall be provided as requested. These services shall include, but not be limited to, washing of floors, walls, ceilings, walkways, Pavilion areas, picnic tables and shall be based on a square foot cost. Power Washer pressures must be adjusted as to not cause damage to any flooring, walls, ceilings or other areas or items which require/receive power washing services. Vendor shall be responsible for any damage caused by power washing. Hot water and disinfectant soap are the preferred method of cleaning when power washing. Vendor may offer other solutions for consideration by the City.

Miscellaneous Services

Drinking Fountain Services

Drinking fountains shall be cleaned and disinfected as part of cleaning services as required.

Hourly Rate Janitorial and Porter Services

The City requests an hourly rate to provide ongoing services throughout the course of a special event. This hourly rate per person or persons would provide ongoing janitorial and porter services throughout the day at a given location. These hourly services would be provided in place of scheduled cleaning services and would be inclusive of all required services listed above excluding power washing services. Paper products and additional supplies may be charged as a separate fee.

Locations

Bob Jones Park Soccer Facility – 3975 North White Chapel – Map 1

Bob Jones Park Softball Facility – 3901 North White Chapel – Map 2

Bicentennial Park Phase 1 – 450 West Southlake Blvd. – Map 3

Bicentennial Park Phase 2 – 450 West Southlake Blvd. – Map 4

Bicentennial Park Hockey – 450 West Southlake Blvd. – Map 5

Bicentennial Park Playground – 450 West Southlake Blvd. – Map 6

Bicentennial Park Shop Family Room – 200 Unity Way – Map 7

The Marq Southlake Exterior Restroom Facilities– 450 West Southlake Blvd. – Map 8

The Marq Southlake Amphitheater – 450 West Southlake Blvd. – Map 9

North Park – 200 East Dove – Map 10

Liberty Park @ Sheltonwood – 500 East Dove – Map 11

Southlake Sports Center (SSC) – 2100 Crooked Lane – Map 12

Map 13 indicates all Bicentennial Park Locations

Vendor is responsible to review and confirm all locations for required services prior to submitting their proposal. All areas are open to the public.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

_____ Appendix B (pages _9_ through _18_) must be included in the proposal submittal

_____ Appendix C Conflict of Interest Form (page _18_) must be included in the proposal submittal.

All proposals submitted to the City of Southlake shall include this page with the submitted Proposal.			
RFP Number:	RFP1602B540SC160006		
Project Title:	Janitorial Services for City of Southlake Park Facilities		
Submittal Deadline:	3:00 P.M. (CST), Friday March 4, 2016		
Submit electronically* to: www.securebidusa.com * Requires email account login and password.			
<u>Proposer Information:</u>			
Proposer's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

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

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

Appendix B – Proposal (continued)

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

1. **Proposed Products and/or Services**

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

2. **Cost of Proposed Products and/or Services**

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

Item #	Quantity	Description of Products/Services	Extended Price
1.	Per Each	Bob Jones Park Soccer Facility Restroom Servicing per Scope of Services	\$_____
2.	Per Each	Bob Jones Park Softball Facility Restroom Servicing per Scope of Services	\$_____
3.	Per Each	Bicentennial Park Phase 1 Restroom Servicing per Scope of Services	\$_____
4.	Per Each	Bicentennial Park Phase 2 Restroom Servicing per Scope of Services	\$_____
5.	Per Each	Bicentennial Park Hockey Restroom Servicing per Scope of Services	\$_____
6.	Per Each	Bicentennial Park Playground Restroom Servicing per Scope of Services	\$_____
7.	Per Each	Bicentennial Park Shop Family Room Restroom Servicing per Scope of Services	\$_____
8.	Per Each	The Marq Southlake Exterior Restroom Servicing per Scope of Services	\$_____
9.	Per Each	The Marq Southlake Amphitheater Restroom Servicing per Scope of Services	\$_____
10.	Per Each	North Park Restroom Servicing per Scope of Services	\$_____

Item #	Quantity	Description of Products/Services	Extended Price
11.	Per Each	Liberty Park @ Sheltonwood Restroom Servicing per Scope of Services	\$ _____
12.	Per Each	Southlake Sports Center (SSC) Restroom Servicing per Scope of Services	\$ _____
13.	Per Each	Pavilion Services per Scope of Services	\$ _____
14.	Per Each	Empty Trash Cans and Replace Liners as requested	\$ _____
15.	Per Hour	Hourly Labor Rate for Janitorial / Porter Services per Scope of Services	\$ _____ Per Hour
16.	Per Sq. Ft.	Power Washing Services	\$ _____ Per Sq. Ft.
17.	Per Each	Additional Vendor Charges. Please Describe: _____ _____	\$ _____
18.	Per Each	Additional Vendor Charges. Please Describe: _____ _____	\$ _____
19.	Per Each	Additional Vendor Charges. Please Describe: _____ _____	\$ _____
20.	Per Each	Additional Vendor Charges. Please Describe: _____ _____	\$ _____
		TOTAL ALL LINE ITEMS	\$ _____

3. Term of Contract and Option to Extend

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

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests

for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

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

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

FIRST ADDITIONAL YEAR (FY 2016-2017) ESCALATION..... ____%

SECOND ADDITIONAL YEAR (FY 2017-2018) ESCALATION..... ____%

THIRD ADDITIONAL YEAR (FY 2018-2019) ESCALATION ____%

FOURTH ADDITIONAL YEAR (FY 2019-2020) ESCALATION..... ____%

4. Proposer's Experience / Staff

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

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

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

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

6. Trade Secrets and/or Confidential Information

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

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Southlake to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to vendors@ci.southlake.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Southlake procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

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

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

☐ Yes, Others can purchase

☐ No, Only the City can purchase

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

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

3. **Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. Indemnification: **Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

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

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

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

WHEN: The person or business must file:

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

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

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

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

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Appendix D – No Intent to Submit Form

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

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

Please check all items that apply:

☐ Do not sell the item(s) required

☐ Cannot provide Insurance required

☐ Cannot be competitive

☐ Cannot provide Bonding required

☐ Cannot meet specifications highlighted in the attached request

☐ Cannot comply with Indemnification requirement

☐ Job too large

☐ Job too small

☐ Do not wish to do business with the City of Southlake

☐ Other: _____

☐ Cannot submit electronically

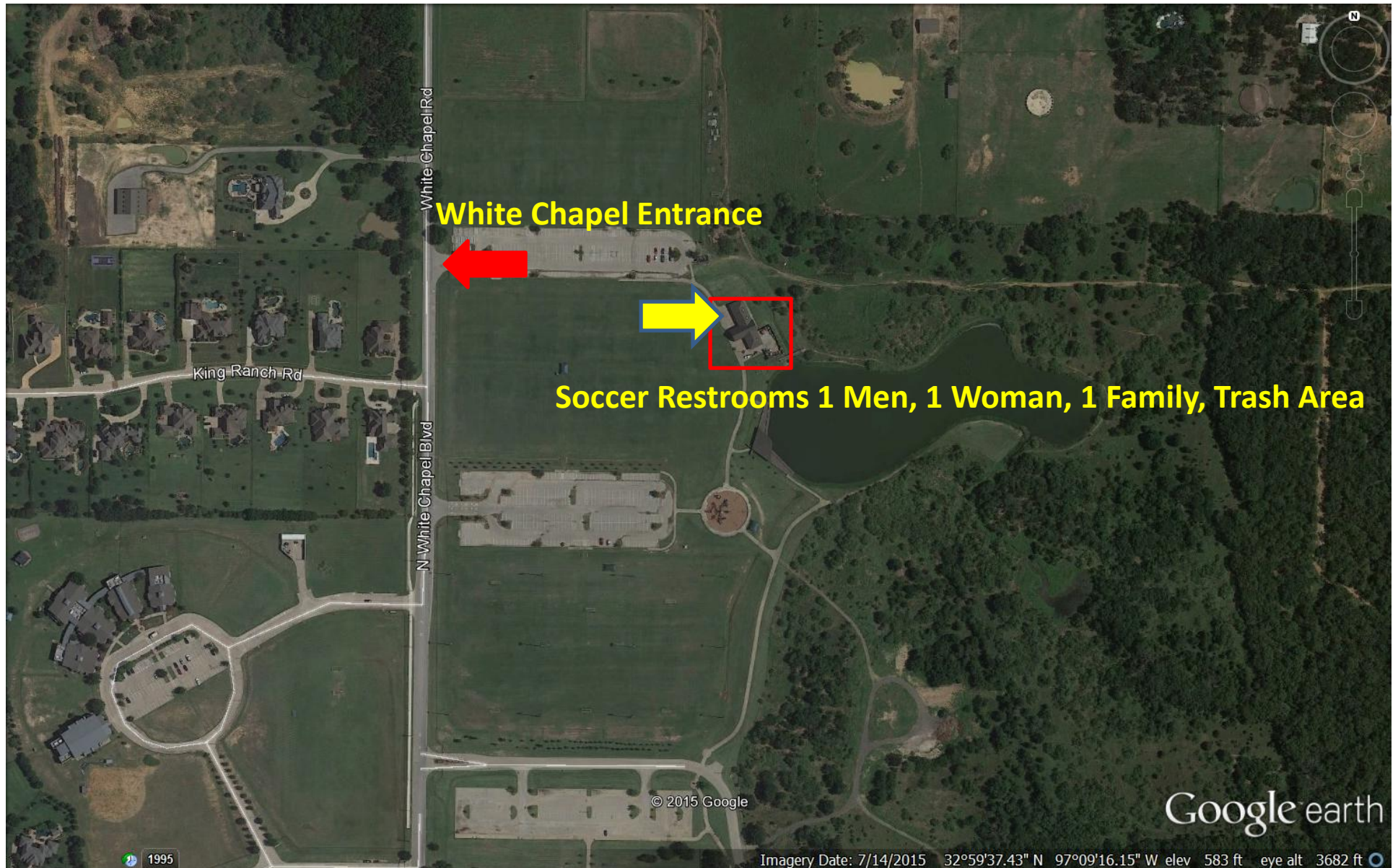
Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

Bob Jones Park 3975 North White Chapel Soccer Facility Restrooms



Map 1

Bob Jones Park 3901 North White Chapel Softball Facility Restrooms



Map 2

Bicentennial Park 450 West Southlake Blvd Phase 1



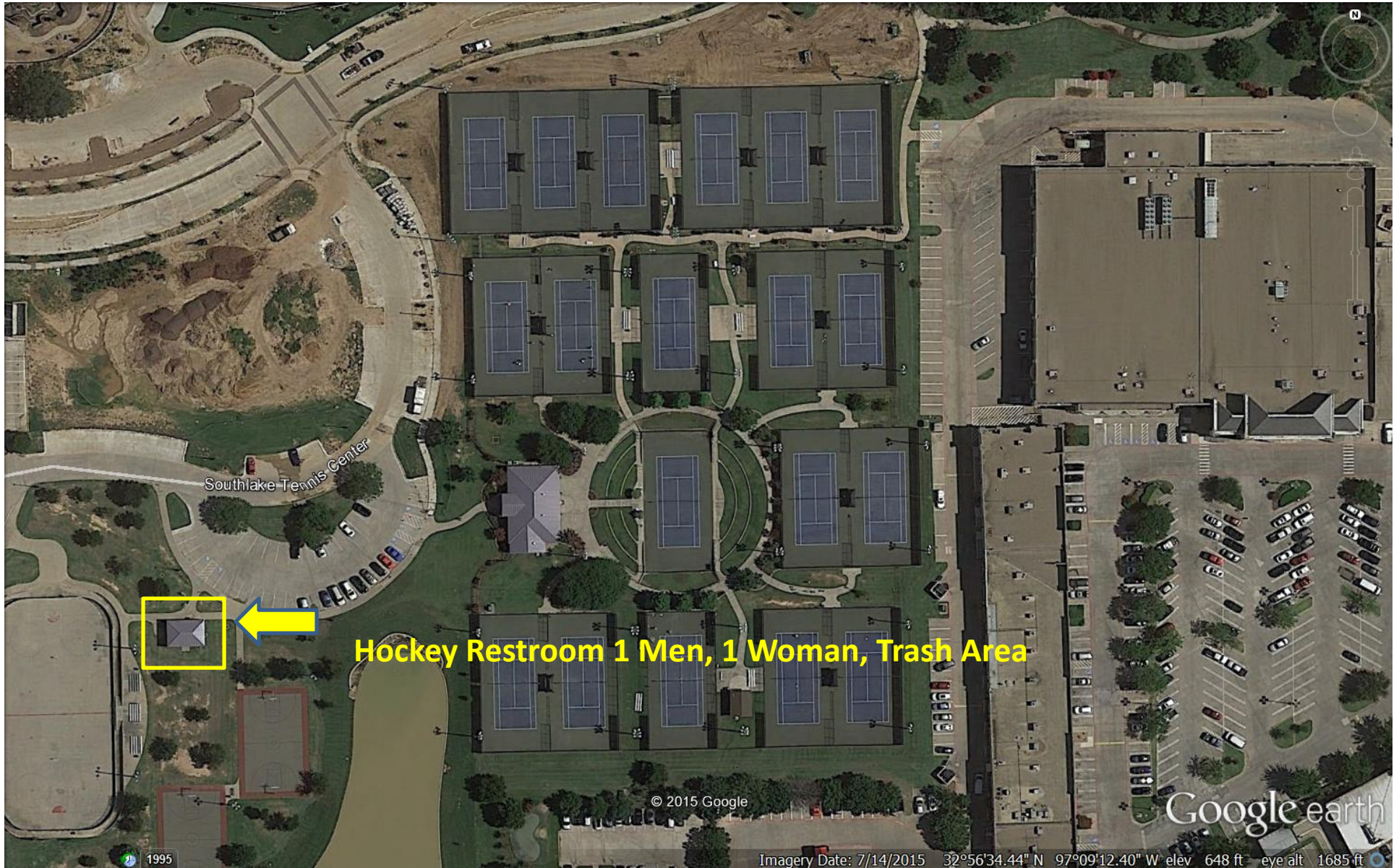
Map 3

Bicentennial Park 450 West Southlake Blvd, Phase 2 Restrooms



Map 4

Bicentennial Park 450 West Southlake Blvd, Hockey



Map 5

Bicentennial Park 450 West Southlake Playground



Map 6

Bicentennial Park Shop Family Room 200 Unity Way



Map 7

Bicentennial Park Marq Southlake 450 West Southlake Blvd Exterior Restroom Facilities



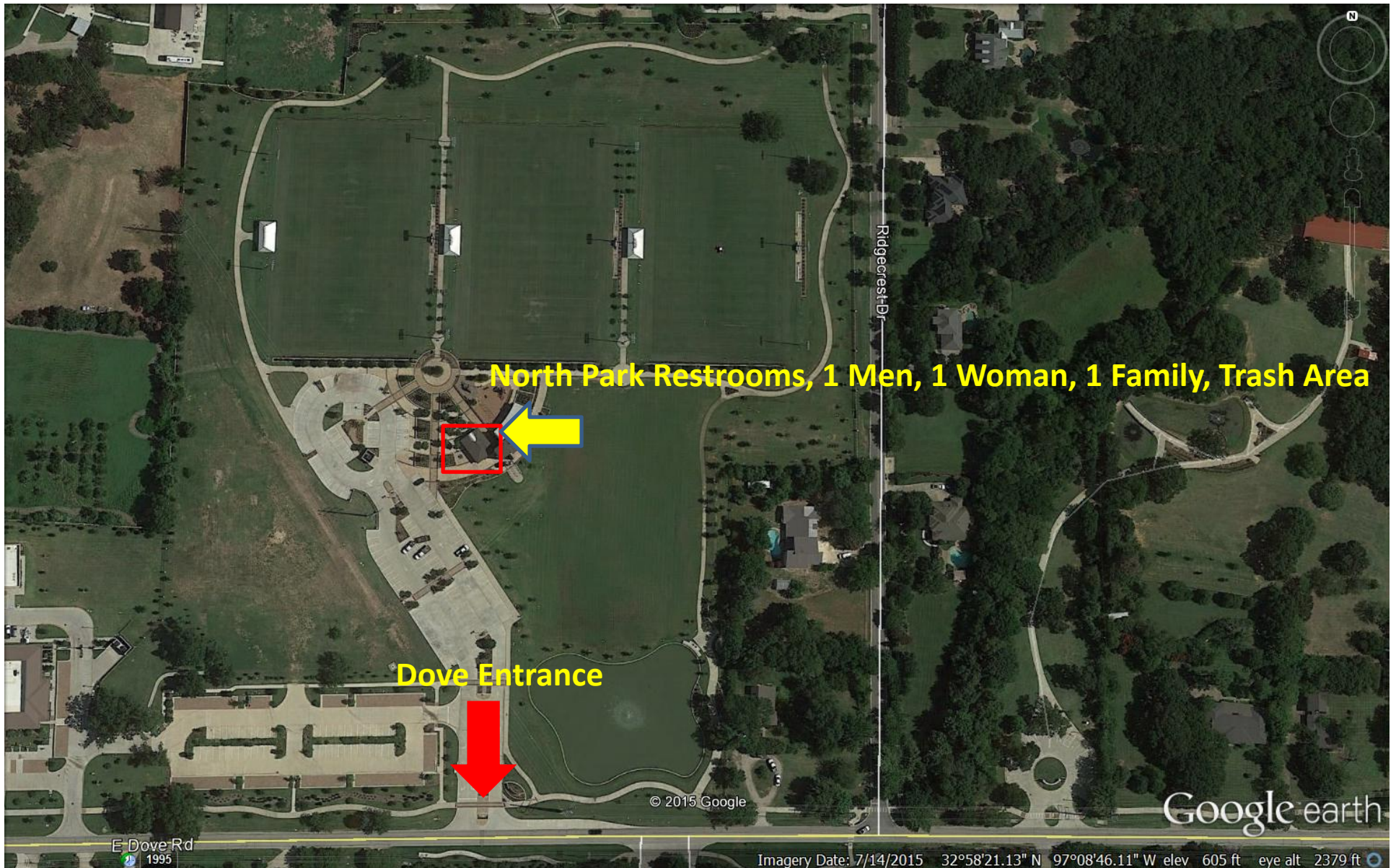
Map 8

Bicentennial Park Marq Southlake/ Amphitheater 450 West Southlake Blvd



Map 9

North Park 200 East Dove Rd North Park Restrooms



Map 10

Liberty Park @ Sheltonwood 500 East Dove Rd Restrooms



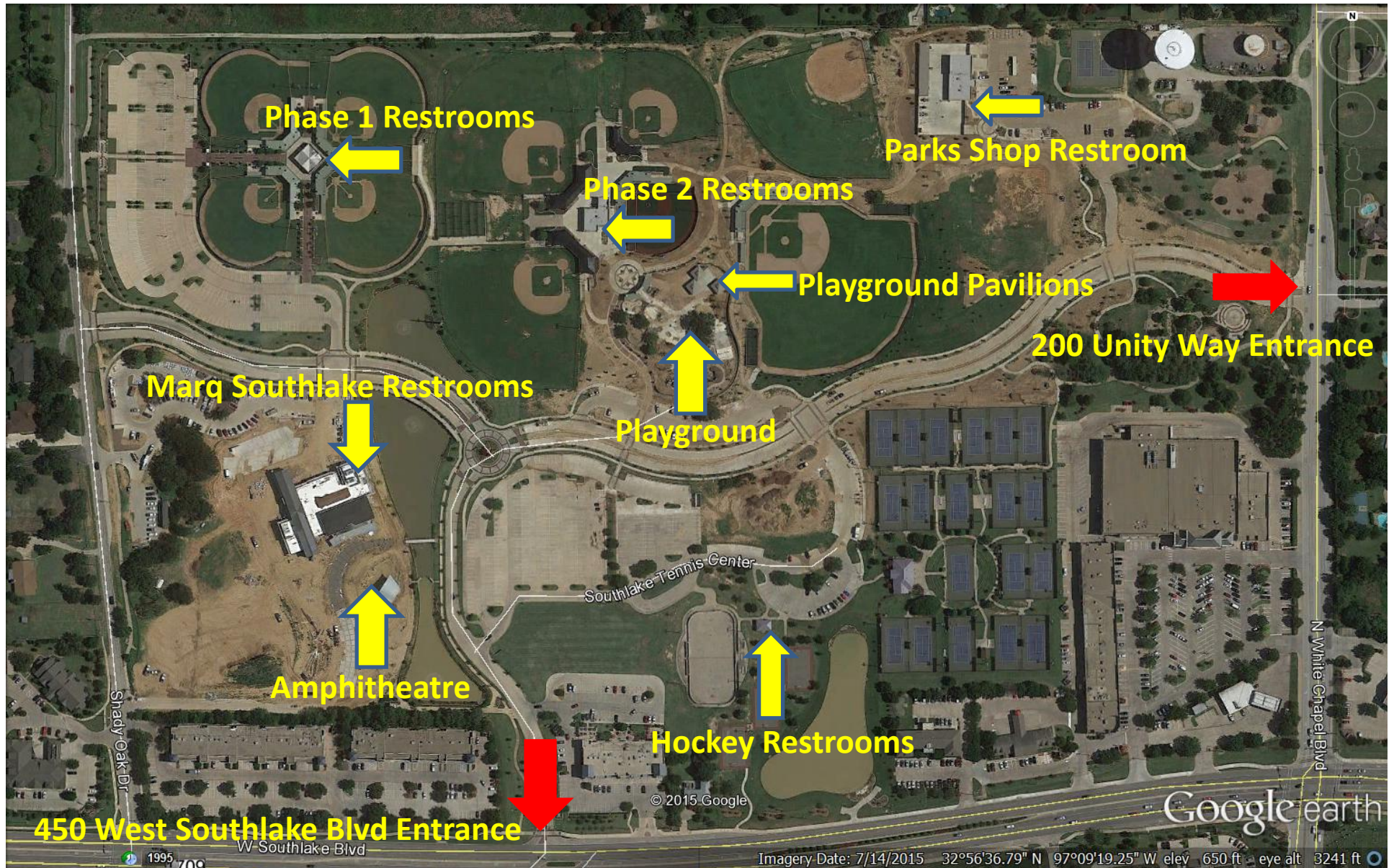
Map 11

Southlake Sports Center 2100 Crooked Lane, SSC Restrooms



Map 12

All Bicentennial Park Locations



Map 13