



**REQUEST FOR PROPOSALS  
W2021-85-A  
for**

**BUILDING INSPECTIONS SOFTWARE**

**DUE TO THE PURCHASING DEPARTMENT**

**CITY OF WYLIE  
NANCY LEYVA  
BUYER  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098**

**PRIOR TO:**

**June 29, 2021 at 3:00 pm CDT**

**SUBMIT ORIGINAL and SEVEN HARD COPIES, PLUS 1 DIGITAL COPY**

LATE SUBMITTALS WILL NOT BE ACCEPTED

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Glenna Hayes C.P.M, A.P.P.  
Purchasing Manager  
[glenna.hayes@wylitexas.gov](mailto:glenna.hayes@wylitexas.gov)  
972 516 6140**

**Nancy Leyva  
Buyer  
[nancy.leyva@wylitexas.gov](mailto:nancy.leyva@wylitexas.gov)  
972 516 6131**

**Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**

# CITY OF WYLIE INSTRUCTIONS AND TERMS FOR BIDDING

**THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY. THE TERMS VENDOR or BIDDER MAY BE USED TO IDENTIFY THE INDIVIDUAL OR FIRM SUBMITTING A RESPONSE.**

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylieneews.com](http://www.wylieneews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **ETHICS:** The bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of or acting on behalf of the City of Wylie.
3. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. All submitted information including price/fees, must be completed prior to the date and time set for bid opening or the bidder may be found non-responsive. Bidders may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a bidder's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - Have adequate financial resources, or the ability to obtain such resources as required;
  - Be able to comply with the required or proposed delivery schedule;
  - Have satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Otherwise qualified and eligible to receive an award
  - Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
5. **CORRESPONDENCE:** The number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable State of Texas laws for public records.
8. **ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie Purchasing Division or a designated representative. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **NON-RESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252; A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not located in the State of Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving Federal funds. The City reserves the right to request additional information from all vendors to determine compliance.

10. **INSURANCE:** The City requires awarded vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Awarded vendors must submit endorsement pages as well as insurance certificates, and the City reserves the right to request a certified copy of the policy.
11. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....”.
12. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. **SAMPLES:** Any catalog, brand names, or manufacturer’s reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
14. **TESTING:** Testing if deemed necessary, may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
15. **PRICING:** All bid fees or price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
16. **ERROR-QUANTITY:** Bid price must be submitted as specified in the bid documents. In the event of discrepancies or errors in extensions, the unit price shall govern.
17. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, bidder expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor’s own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
18. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
19. **SHIPMENT/TITLE/RISK OF LOSS:** Shipments shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
20. **DELIVERY PROMISE – PENALTIES:** Quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery,

without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

21. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The City adopts Vernon Texas’ Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
22. **SEALED BIDS:** Completed bid submittals must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
23. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
24. **LATE BIDS:** Bid submittals received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
25. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
26. **BID OPENINGS:** All bids submitted will be read at the City’s regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
27. **BID SUMMARY SHEET:** Bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City’s web site at: [http://www.wylietexas.gov/departments/purchasing/bid\\_tabulations.php](http://www.wylietexas.gov/departments/purchasing/bid_tabulations.php).
28. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
29. **EVALUATION:** Bids and proposals will be evaluated as outlined in the bid/proposal document.
30. **SPLIT AWARD:** The City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
31. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City’s web site 72 hours prior to the meeting of the City Council under the terms of the Texas Opening Meeting Act ([http://www.wylietexas.gov/city\\_government/boards\\_agendas\\_and\\_minutes/city\\_council3.php](http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php)).

## GENERAL TERMS AND CONDITIONS

### Bonding, Purchase Order and Payments:

32. **BID SECURITY/BOND REQUIREMENTS:** If required, a bid security must be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance

and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

33. **FUNDING:** The awarded vendor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Awarded vendor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
34. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
35. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the awarded vendor. The purchase order constitutes a contract and any/all insurance requirements are in full effect. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
36. **PRICE ESCALATION:** Price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form submitted to the Purchasing Department, and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.
37. **PRICE REDUCTION:** If during the life of the contract, the awarded vendor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in writing to the contract price.
38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
40. **TAXES:** The City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
41. **DELINQUENT TAXES:** Section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

#### **CONTRACT:**

42. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.

43. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** The City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** VENDOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF VENDOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM VENDOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY VENDOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN VENDOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE VENDOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. VENDOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN VENDOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY VENDOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF VENDOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF VENDOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. VENDOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF VENDOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND VENDOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO VENDOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN VENDOR'S OPINION IS LIKELY TO OCCUR, VENDOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. VENDOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

**THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY VENDOR TO CITY WHETHER MANUFACTURED BY VENDOR OR A THIRD PARTY. VENDOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY VENDOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.**

**THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE VENDOR.**

47. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to the successful bidder with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** The successful bidder and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas, and exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The successful bidder warrants that they are in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Successful bidder warrants that they have included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The successful bidder also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **COMPLIANCE WITH FEDERAL, STATE, LOCALS LAWS AND CITY CHARTER:** The successful bidders certifies that they are in compliance with all applicable federal state and local laws, and the City Charter as indicated or amended in the bid documents.
- Certification of Eligibility
  - Disclosure of Interested Parties (Form 1295)
  - Certification of Compliance with Immigration Laws
  - No Prohibited Interested
  - Disclosure of Certain Relationships (CIQ)
  - Disclosure of Commercial or Social Relationship with Israel
  - Disclosure of Business Relationships with Iran, Sudan, or a Foreign Terrorist Organization
  - Duty to Facilitate Compliance with Public Information Act.

END OF SECTION

**RFP #W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION I - GENERAL INFORMATION**

**DEFINITIONS:**

- “Owner” or “City” as used throughout these documents will mean the City of Wylie, Texas.
- “Provider”, “Respondent”, “Contractor”, “Bidder” or “Firm”, is used throughout these document will mean the company submitting a response.

**INVITATION:** The City is issuing this Request for Proposal (RFP) for a firm to provide a software solution for the City’s permitting and building inspections process. The City reserves the right to award to a single or multiple software providers. If the City chooses to award to multiple software providers, all software products must communicate with each other to provide a seamless interface and result in a single standardized database of information.

Project Title:	<b>RFP # W2021-85-A</b> <b>Building Inspections Software</b>
Project Address:	300 Country Club Road Wylie, TX 75098
Owner Name:	City of Wylie

**QUESTIONS/INQUIRY DEADLINE**      **June 17, 2021 prior to 12:00 noon CDT**

**QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX**

Bidders may request clarification or interpretation of the Proposal documents. Any such requests must be in writing and may be submitted to the City Purchasing Department up until the questions deadline. All responses will be published in an addendum.

**Nancy Leyva, Buyer**  
[nancy.leyva@wylietexas.gov](mailto:nancy.leyva@wylietexas.gov)

Verbal inquiries will not be accepted, and Bidders shall refrain from seeking additional information, clarification or other communications from any outside agency, City Council member, City employee or its agents, other than the Purchasing Department. Any information obtained through any other source other than these specifications and/or an addendum published by Wylie Purchasing Department will not be accepted and may deem a bidder’s offer as non-responsive.



## **ADDENDUMS**

Answers to all questions will be published in writing through an addendum by the Wylie Purchasing Department and posted at:

- City's web site: <http://www.wylietexas.gov/departments/purchasing/index.php>
- Demand Star web site: <https://www.demandstar.com/>

Addenda(s) will be issued no later than five (5) business days prior to the deadline for submissions of proposals. **It is the responsibility of the Bidder to verify issuance and obtain all addendums prior to the RFP opening, and to acknowledge receipt of the addenda in their response. All addendums will be made a part of the contract document.**

## **RFP RECEIVING AND OPENING**

DUE TO THE CITY OF WYLIE PURCHASING DEPARTMENT

**"Original" Copy - Submit one (1) labeled "Original" which must include:**

- **An original signature on the transmittal letter**
- **A sealed envelope containing the "Proposal Fees"**
- **An electronic .pdf copy on USB (which includes all signatures)**

**"Copies" - Submit an additional seven (7) hardcopies of the entire response. Signatures may also be copies. Do not include any pricing in these copies.**

- **Sealed RFPs:** All RFPs must be sealed and the face of the envelope must contain the following information:

RFP No.: **W2021-85-A**  
Name of Project: **Building Inspections Software**  
Bidder: **Your Company Name, Address**

- **RFP Receiving Date and Time:** **June 29, 2021 prior to 3:00 pm CDT**

- **RFP Receiving Location:**

Wylie Purchasing Department 972-516-6131  
300 Country Club Road, 1<sup>st</sup> Floor (Utility Billing Window)  
Wylie, TX 75098

- **RFP Opening Location:** Immediately following the closing of the RFP. Only the names of the firms submitting will be read aloud.

Wylie Finance Department Conference Room  
300 Country Club Road  
Wylie, TX 75098

- RFPs are valid only if deposited at designated receiving location prior to receiving time.
- All RFPs shall be registered by automatic time clock at time of deposit.
- RFPs deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

- All costs associated with the preparation/delivery of the RFP, and or any subsequent presentations or request for other documentation, is the sole responsibility of the bidder.

**TIMELINE** (all time listed are for Central Time)

Advertising	June 2, 2021 and June 9, 2021
RFP Released	June 2, 2021
Questions Deadline	June 17, 2021 prior to 12:00 noon CDT
Addendum Released	June 18, 2021
RFPs Due	June 29, 2021 prior to 3:00 pm CDT

**EVALUATION CRITERIA**

The City reserves the right to award to a single or multiple software providers. If the City chooses to award to multiple software providers, all software products must provide a seamless interface.

A review committee will evaluate submissions received in accordance with the general criteria defined. Failure of Bidders to provide (in their submission) any information request in this RFP may result in the submission being deemed “non-responsive” and removed from any further consideration. The objective of the committee is to review all submissions, and to select the Bidder that provides the best overall value for the City’s needs. All decisions made by the City will be final. City reserves the right to request presentations or demonstrations from some or all offerors in order to further develop evaluation scores.

<u>Firm’s Qualifications, Expertise, and Experience</u> (Transmittal Letter, Tab A, Tab D)	<b>20%</b>
<u>Program offered</u> (Tab B)	<b>30%</b>
<u>Customer Support</u> (Tab C)	<b>20 %</b>
<u>Cost (submitted in a separate, sealed envelope)</u>	<b>30%</b>

**INTERVIEWS, PRESENTATIONS and BEST AND FINAL OFFERS:**

To treat all Bidders fairly, requests for interviews prior to the closing time and date will not be permitted. The City reserve the right to conduct interviews and or request presentations from any Bidders after the close date and time. Bidder recognizes and understands that any cost incurred by the Bidder which arises from a submittal of a response to this RFP, or subsequent interviews (if applicable), shall be the sole responsibility of the Bidder. City reserves the right to request a best and final offer from any or all Bidders.

**BIDDER'S ACCEPTANCE OF EVALUATION METHODOLOGY:**

Waiver of Claims: Each Bidder by submission of a Response to this RFP waives any claims it has or may have against the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Bidders to receive a Request for Qualifications. Submission of qualifications indicates Bidder's acceptance of the evaluation technique and Bidder's recognition that some subjective judgments must be made by the City during the determination of qualification. Without limiting the generality of the foregoing, each Bidder acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

**CONTRACT TERM:**

The City intends to enter into an annual agreement with the firm providing the best overall value. The term of the agreement will be finalized during the negotiations phase.

**RESERVATION OF RIGHTS**

Bidder understands and agrees that the City has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Submittals, and that the City has made no representation, written or oral, that it will award a contract for this Project.

**INSURANCE**

ALL BIDDERS must submit with their Response, proof of insurance coverage as stipulated in **Section V**. Proof shall be by submission of copies of current policies or current Certificates of Insurance including the effective dates of coverage. Any provisions outlined in Exhibit B will be required of the successful Firm.

**INDEPENDENT CONTRACTOR:**

Provider agrees that they are an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agent, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Provider, its offers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Providers.

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER**

By submitting a RFP or proposal in response to this solicitation, the Bidder hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See "COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER" form.

**CONFIDENTIAL OR PROPRIETARY INFORMATION**

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and / or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Bidders are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information

If a Bidder believes that parts of a response are confidential, then the Bidder must so specify. The Bidder must stamp in bold letters the term **CONFIDENTIAL** on that part of the offer which the Bidder believes to be confidential. The City of Wylie in conjunction with the Texas Office of the Attorney General will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded.

**END OF SECTION**

**W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION II – OVERVIEW**

**A. BACKGROUND:**

Wylie is at a unique time in its history. Rapid population growth has expanded the City's population by nearly 30% over the last ten years. A sizable portion of Wylie is less than twenty years old yet the City is nearing build-out. With the last fully updated Comprehensive Master Plan having been completed in 2012, the change from extremely rapid growth to a pattern of slower growth and redevelopment demands a new long term vision for Wylie.

Further information about the City of Wylie can be obtained at [www.wylietexas.gov](http://www.wylietexas.gov)

**B. CURRENT PRACTICES:**

The City currently utilizes **Impact Resources** as its permitting/inspections software for the Building Department. As of January 2019, Impact was no longer supported by the vendor.

**C. DEPARTMENT OBJECTIVES:**

**Building Inspections:**

- A customer hub where contractors and citizens can complete permit applications, contractor registrations, submit plans, and have permits issued online.
- In the field, all building inspectors and code enforcement officers need to be able to work with a mobile device to input inspection comments, results, and notes, and be able to send them to the applicants electronically.

**IT/GIS:**

- To be able to generate live information dashboards and reports based on the information gathered through the Bidder's software solution. To be able to tie in spatial and tabular data.

END OF SECTION

**W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION III – SCOPE OF WORK**

**A. SCOPE OF SERVICES:**

The Software Provider shall provide in a good workmanlike manner, the services called for and described herein which address the following areas or modules.

The proposal shall address all the following and be available natively on any computer, tablet, or mobile device or through a modern web browser. In addition please address how the software integrates with Incode 10 and the dashboard capabilities (i.e. customizable and/or fixed). The software solution must be in full release, and may not be an Alpha, BETA or test version. The overall solution must result in a standardized database that interfaces with all of the needed modules.

**1. Permit Management**

- Ability to link Permits to GIS Features using ArcGIS Rest Services (address points / parcels)
- Ability to link cases to GIS Features using ArcGIS Rest Services (address points / parcels)
- Contractor tracking including permits & inspections
- Configurable portal for ease of applying for permits utilizing GIS Address Point / Parcels for form auto completion and feature linking and tracking current permits online
- Ability to Virtual Pay/Online cashiering for permits
- Allows for submitting code enforcement issues online, utilizing GIS Address Point / Parcels for form auto completion and feature linking
- Ability to view on the map
- Apply for contractor registration online & view current list of licenses
- Workflow capabilities
- Ability to produce letters (customization and/or standard)

**2. Support**

- Planning Phase timeline
- Implementation Phase timeline
- Onsite training (specify number of hours included)
- Status checkpoints of implementation
- What type of server (SaaS, On-Premise, etc.)
- What type of support and maintenance

END OF SECTION

**W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION IV – RFP SUBMITTAL REQUIREMENTS**

**A. GENERAL INSTRUCTIONS:**

1. Firms should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
2. Responses and any other information submitted by Firms in response to this RFP shall become the property of the City.
3. Failure to comply with the requirements contained in this RFP may result in a finding that the Firm is not qualified and is ineligible to submit a Proposal in response to any subsequent RFP.
4. Only individual firms or formal joint ventures or partnerships with history in providing the services may apply. Two firms may not apply jointly unless they have formed a legal entity. (This does not preclude a Vendor from having consultants.)
5. The materials submitted must be enclosed in a sealed envelope (or box or container).
6. The RFP number should be clearly visible; and name, telephone number and the return address of the Firm should be clearly visible on the outside of the sealed envelope (or box or container).
7. Late submittals properly identified will be returned to Firm unopened. Late submittals will not be considered under any circumstances.
8. Each Response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.
9. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to waive any irregularity or informality in a Response or Proposal.

**B. PREPARATION AND SUBMITTAL INSTRUCTIONS FOR SEALED PROPOSALS:**

**"Original" Copy - Submit one (1) labeled "Original" which must include:**

- **An original signature on the transmittal letter**
- **A sealed envelope containing the "Proposal Fees"**
- **An electronic .pdf copy on USB (which includes all signatures)**

**"Copies" - Submit an additional seven (7) hardcopies of the entire response. Signatures may also be copies. Do not include any pricing in these copies.**

**1. Page Size, Binders and Dividers:**

Submittals must be typed on letter-size (8-1/2" x 11") paper with a minimum 11 pt font. The City requests that submittals be printed on both sides of the paper and each copy be submitted in separate bound binders with tab separators as requested. Preprinted material should be referenced in the

submittal and included as labeled attachments. Number each side of each page consecutively, including letters of interest, brochures, licenses, resumes and supplemental information.

**2. Submittal Length** **Limit submittals to 20 sheets of paper, which may be printed on both sides.**

Covers, table of contents, divider tabs and “City Required Documents” will not count as pages, provided no additional information is included on those pages. Any submittals exceeding the page limit may be disqualified

**3. Pagination**

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**4. References and Proprietary Information**

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective Firms. Any proprietary information that the Firm does not want disclosed to the public shall be so identified by the Firm on each page in which it is found.

**5. Respondents must submit the following information in this format:**

**Transmittal Letter** - Include a short transmittal letter containing:

- A short introduction
- A statement granting the City and its representatives authorization to contact any previous client of the Vendor (or a Vendor’s Team Member) for purposes of ascertaining an independent evaluation of the Vendor’s or a Vendor’s Team member’s performance.
- This letter must have the original signature of an officer of the principal responding firm, and be included in the copy marked “Original”.

**Tab A – Company Overview and Qualifications –**

- Provide a historical summary of your firm’s experience providing the requested software solution.
- Size and staffing
- Company founding dates and dates of any acquisitions, mergers or other changes
- Explain how your firm has updated and modernized the proposed software solution, including software version histories and major updates.
- Clearly identify any 3<sup>rd</sup> party entities, sub-contractors or partners of the Firm
- Names of the principal officers of the firm

**Tab B – Proposed Program -**

- Provide a detailed software solution which meets the City’s requirements, including:
  - Operating platforms
  - Proposed software version, date of release and all upgrades
  - Available reports and their formats



- Clearly identify any additional, optional, and/or API add-ons that will be required to operate the software, including:
  - Who will perform the installations/integrations
  - Who will be responsible for the cost(s) for the additions
- Provide a proposed schedule of work outlining the implementation plan including:
  - A time-line chart which includes the proposed phasing of the software(s), data conversion and training schedules (both onsite and online)
  - Names of individuals who will work with the City to perform the scope of work, including
    - Their roles and responsibilities (training, project oversight, account manager, etc.)
    - Their credentials and length of employment with the Firm
    - Identify if any members of the assigned team are 3<sup>rd</sup> party entities, installers or sub-contractors
- Clearly identify all required City resources, which could include (but is not limited to):
  - Staffing
  - Hardware
  - New equipment requirements
- Added value -  
Provide any information that sets your services apart from others. Describe any service enhancements, additional apps, or alternative approaches to the requested services which may not be specifically requested, but which would advance City's efforts to meeting its stated objectives.

**Tab C - Customer Support** - describe the customer support offered by your firm, including:

- Types and/or methods of support
  - Hours of Customer Support Operations:
  - Fee structures for various levels, including after hours or holidays
- Identify if Customer Support is handled in-house or outsourced

Identify how "bugs" or software issues are addressed and corrected.

**Tab D - Work History** - Identify current major clients, particularly other governmental entities, of similar size and scope of work and provide the following information for each:

- Client name, location, point of contact name(s) and telephone number(s)
- Identify the software installed and current version.
- Dates of original installation, and identify any interruptions in service

**Tab E - City Required Forms (these pages do not count towards the maximum 20 pages)**

- Insurance Certificate(s) – See Section V for requirements
- Law Compliance Form – Attachment A
- Vendor Supplemental Form – Attachment B
- Vendor Acknowledgment Form – Attachment C
- Conflict of Interest Questionnaire - Attachment D

**COST PROPOSAL (these pages do not count towards the maximum 20 pages)**

**The cost proposal must be placed in a separate, sealed envelope and included only with the submission marked as “Original”.**

- Bid Form A: Pricing - Attachment E
- Bid Form B: Additional Services - Attachment E

Note - Any optional costs for specific activities billed as reimbursable expenses will be paid in accordance with the City of Wylie Reimbursable Expenses policy (attached).

END OF SECTION

**W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION V - INSURANCE REQUIREMENTS**

**CITY OF WYLIE, TEXAS**  
**INSURANCE REQUIREMENTS - GENERAL PURCHASES**

Contractor and/or service provider (herein called "Contractor") shall procure and maintain for the duration of the contract or services to be performed, insurance as outlined in this document and the cost of such insurance shall be borne by the Contractor. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A certificate of insurance and accompanying endorsement pages meeting all requirements and provision outlined shall be provided to the City of Wylie prior to the execution of any contract, start of any services being performed or rendered, contract extension or renewal. Renewal certificates shall also be supplied upon expiration. Contractor also acknowledges that in award of a contract, the bid specification and/or the issuance of a purchase order constitutes a written contract and all insurance requirements are in effect.

**A. GENERAL REQUIREMENTS FOR ALL CERTIFICATES:** The following terms are required by the City of Wylie, Texas for all policies:

- Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees (TX Administrative Code Chapter 110, Subchapter B, Rule 110.110), or any other "persons providing services on the project" as set forth in this section.
  - Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project.
  - Upon written request by the City, Contractor shall furnish within ten (10) business days, current certificate(s) of insurance and endorsement pages evidencing the required coverage; and shall furnish the City with current certificates prior to any contract renewals or extension.
  - All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
  - The certificate forms must be approved by the Texas Department of Insurance, and are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City will not accept Memorandums of Insurance or Binders as proof of insurance.
  - All policies must be issued by a company that maintains a rating of "A- VI" or better by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas,
  - Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for non-payment.
  - Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
1. General Liability and Automobile Liability Coverages:
- Additional Insured - The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Named Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional**

**insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising (including but not limited to death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance) from work performed by the contractor or sub-contractors for the City.
- Primary Coverage - The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number.
- The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation

- Waiver of Subrogation - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

**B. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. General Liability:

- ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable. City to be listed as Additional Insured, and a specific Waiver of Subrogation.

2. Workers Compensation and Employer's Liability:

- Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. City to be provided a specific Waiver of Subrogation. Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.
- The Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages under service provider's workers' compensation and employers' liability or commercial umbrella liability insurance. Contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.
- In the event that Contractor is not required by the laws of the State of Texas to carry Workers' Compensation, the Contractor shall provide a written statement on company letterhead.

3. Automobile Liability:

- Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

**C. MINIMUM LIMITS OF INSURANCE** Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability:

Unless otherwise stated in the bid specifications, a general commercial liability insurance policy in an amount not less than One Million and 00/100 Dollars (\$1,000,000) for each occurrence, and Two Million and 00/100 (\$2,000,000) in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents. This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage
- f. Independent Contractors

2. Workers Compensation and Employer's Liability:

- Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- Employers' Liability minimum limits of \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease-Each Employee, and \$1,000,000 Bodily Injury by Disease-Policy Limit.

3. Automobile Liability (Bodily Injury and Property Damage):

Automobile liability limits are required per the following project costs, and limits may only be reduced if approved by written bid specification or in writing by the City of Wylie Purchasing Department.

- Contract Value < \$100,000: \$500,000 combined single limit
- Contract Value between \$100,000 - \$500,000: \$1,000,000 per occurrence, \$1,000,000 in the aggregate or \$1,000,000 combined single limits.
- Contract Value >\$500,000: \$1,000,000 per occurrence, \$2,000,000 in the aggregate or \$2,000,000 combined single limits.

4. Umbrella Liability Limit (when required)

One Million and 00/100 (\$1,000,000) that follows form over underlying Automobile Liability and General Liability coverage.

**D. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**E. VERIFICATION OF COVERAGE:**

- Contractor shall provide the City with certificates of insurance indicating coverage's required.
- The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must be a certificate form that has been approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance.
- Contractors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein; or that the subcontractors are included under the contractor's policy.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**W2021-85-A**  
**BUILDING INSPECTIONS SOFTWARE**  
**SECTION VI - VENDOR TRAVEL EXPENSES**

I. **VENDOR'S RESPONSIBILITY.** The Vendor shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Vendor shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Vendor's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- B. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Vendor has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Vendor shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- C. **In-House Reproduction** - Vendor shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Vendor with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- D. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Vendor has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Vendor shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Vendor agrees to place these standards in all subcontracts for work on the Project.
- E. **In-House Plotting** – Vendor shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Vendor with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- F. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

- G. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Vendor duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Vendor and/or the Vendor’s employees. Vendor agrees to place these standards in all subcontracts for work on the Project.

### III. **GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City’s Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Vendor shall request, and the City’s Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

**Hotel and Meals & Incidentals Expenses (M&IE)** - Expenses are reimbursed in accordance with the most currently published GSA Per Diem Rates as published for zip code 75098 (Plano, TX/Collin County).

**Local Transportation** – Transportation in connection with the contract, when such transportation is not a function of routine performance of the duties of the Vendor in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Vendor at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City’s Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Vendor agrees to place these standards in all subcontracts for work on the Project.

END OF SECTION

**W2021-85-A  
ATTACHMENT A  
LAW COMPLIANCE FORM**

**(Contracts less than \$1,000,000)**

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a response to this solicitation, the Provider hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Provider also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The Provider certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and execution of a contract, the Provider will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a response to this solicitation, the Provider agrees to comply with Texas Government Code Section 2252.908. Provider agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The Provider certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the Provider for all persons who will provide services to City.

**COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer of the submitting Provider or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.



**DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

**DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL**

Government Code 2270 (Texas HB 89 effective 9/1/2017): the Provider entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

**DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

**Authorized Representative:**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 2018 to certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**W2021-85-A  
ATTACHMENT B  
VENDOR SUPPLEMENTAL INFORMATION**

**PROVIDER SUPPLEMENTAL INFORMATION**  
The following information is required for contract development.

1. In what state was your business formed? \_\_\_\_\_

2. Provide the following information for the person(s) authorized to execute contracts on behalf of your organization: (attach additional sheets if necessary)

Name \_\_\_\_\_ Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No. : \_\_\_\_\_

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization: (attach additional sheets if necessary)

Name \_\_\_\_\_ Title \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone No. : \_\_\_\_\_

4. Is your company minority or woman owned?  Yes  No

a. If yes, specify:  MBE  WBE

b. Has your company been certified MBE or WBE by any governmental agency?  Yes

No

c. If yes, specify the governmental

agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

**5. Select one of the following:**

- a.  Sole Proprietorship
- b.  General Partnership
- c.  General Partnership
- d.  General Partnership
- e.  Limited Partnership
- f.  Corporation
- g.  Limited Liability Company
- h.  Other Entity (not listed)

**6. Complete the following:**

Company Legal Name: \_\_\_\_\_

Primary Business address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**W2021-85-A  
ATTACHMENT C  
VENDOR ACKNOWLEDGMENT FORM**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**W2021-85-A  
ATTACHMENT A  
BID FORM A – PRICING**

**\* Pricing must be submitted in separate sealed envelope\***

Company Name: \_\_\_\_\_

Please provide a price for the services listed below based on Scope of Services in Section III

**BID FORM A**

<b>Year 1</b>	<b>Fee/Charges</b>
Fixed Fee For Scope of Services Requested	\$ _____
Implementation Fee	\$ _____
Travel Fee (See Section VI - Vendor Travel Expenses)	\$ _____
Training Fee	\$ _____
Licensing Fee	\$ _____
Annual Maintenance Fee	\$ _____

  

<b>Year 2 Renewal (City Optional)</b>	<b>Fee/Charges</b>
Maintenance & Support	\$ _____

  

<b>Year 3 Renewal (City Optional)</b>	<b>Fee/Charges</b>
Maintenance & Support	\$ _____

  

<b>Year 4 Renewal (City Optional)</b>	<b>Fee/Charges</b>
Maintenance & Support	\$ _____

Does your Firm offer a Performance Guarantee? If so, please provide a description.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

