INSTRUCTIONS TO BIDDERS
Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office by 1:30 P.M., January 03, 2013, and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers.** Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on the outside envelope. **Bids should be mailed or hand delivered to the following address:**

Purchasing Division  
Lower Level, Municipal Building  
1000 Throckmorton Street  
Fort Worth, Texas 76102

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked “**BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M.**” in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (______ days).

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid.

**Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas).**

<table>
<thead>
<tr>
<th>Company Name and Address</th>
<th>Company's Authorized Agent</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Signature:</th>
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<table>
<thead>
<tr>
<th>Federal ID Number (TIN) or Social Security Number and Legal Company Name</th>
<th>Date</th>
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</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Email address:</th>
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</table>

**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contract, would you, the Contractor, agree that all terms, conditions, specifications, and pricing would apply?  
Yes_________ No_________

If you, the Contractor checked “Yes”, the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity’s debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale  
Purchasing Manager
HOW TO REGISTER WITH THE CITY OF FORT WORTH

⇒ Visit www.fortworthgov.org
⇒ Click on Departments
⇒ Choose Become A Vendor
⇒ Review Terms & Conditions
⇒ Click I Accept These Terms to proceed
⇒ At next screen, click No, I Want to Register
⇒ Click Register
⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name MUST be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
⇒ Follow through the screens by clicking Continue/Save at the bottom of each screen. The last screen will ask for your commodities (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
⇒ Enter a key word search for unknown commodity codes (example: janitorial)
⇒ An email address is required to register online
⇒ If you selected “Certified Minority” you will be requested to provide a copy of your Minority/Woman Owned Business certification
⇒ Email a copy of your company’s IRS W-9 Form to the City’s registration administrator at PurchasingBSO@fortworthtexas.gov. Your registration will not be activated until a completed W-9 is received and verified. Completed W-9’s may also be faxed to the vendor registration administrator at 817-392-7254.

Congratulations, you’ve registered!!
You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthtexas.gov

The City of Fort Worth prefers to make vendor payments by direct deposit to vendors’ checking/savings accounts or by procurement credit card. The direct deposit process is called Automated Clearing House Transfer (ACH). Advantages of ACH are:

Gives vendors use of the funds one business day AFTER the transfer has taken place. Vendors receive an e-mail showing the invoices being paid by the transfer. Invoices approved for payment by 3:00 p.m. will be transferred same day and will reach the vendors’ bank accounts by the next business day.

To register for ACH service please visit http://fortworthtexas.gov/purchasing/, click on the link titled “Automated Clearing House Setup”, download, complete and submit the two ACH forms.

To register for credit card invoice payments, please contact Jack Dale, Purchasing Manager, by email at jack.dale@fortworthtexas.gov.
# BID SOLICITATION

**BID OPENING DATE AND TIME:**
1/3/2013 1:30:00 PM

**BID NUMBER:** 13-0029

**BUYER:** Angela Gonzales

**PHONE #:** (817)362 - 7648 ext.

**DELIVERY REQUIRED:** 1/1/2013

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>City of Ft Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Finance Administration</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>1000 Throckmorton Street, 3rd Floor</td>
</tr>
<tr>
<td></td>
<td>FORT WORTH TX 76102</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
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<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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</thead>
<tbody>
<tr>
<td>1.000</td>
<td>The City of Fort Worth seeks bids from qualified vendors to establish an annual agreement for armored car services for below locations as per the attached specifications. The term of the agreement shall be for a one-year (1) period, with two (2) options to renew for additional one-year periods.</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.000</td>
<td>Aviation Department 4201 North Main Street Every Wednesday 12:00 - 3:00 pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.000</td>
<td>Meadowbrook Golf Club 1815 Jenson Road Sunday and Wednesday 10:00 - 12:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.000</td>
<td>Pecan Valley Golf Club 6400 Pecan Valley Drive Sunday and Wednesday 10:00 - 12:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.000</td>
<td>Sycamore Creek Golf Club 2423 E. 401 Martin Luther King Freeway Sunday and Wednesday 10:00 - 12:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.000</td>
<td>Rockwood Golf Club 1851 Jacksboro Hwy Sunday and Wednesday 10:00 - 12:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.000</td>
<td>Haws Athletic Center 600 Congress Every Wednesday 2:00 - 4:00 pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.000</td>
<td>Log Cabin Administration 2100 Log Cabin Village Lane Every Tuesday 2:00 - 4:00 pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.000</td>
<td>Botanic Garden 3220 Botanic Garden Drive Every Wednesday 2:00 - 4:00 pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.000</td>
<td>Consumer Health 818 Missouri Monday thru Friday 2:00 - 4:00 pm</td>
<td>260</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## BID SOLICITATION

**BUYER:** Angela Gonzales  
**PHONE #:** (817)362 - 7648 ext.  
**DELIVERY REQUIRED:** 1/1/2013

<table>
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<tr>
<th>Item</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>13.000</td>
<td>Animal Care and Control Center 4500 Martin Street Every Wednesday 9:00 - 11:00 and Friday 2:00 - 4:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
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<tr>
<td>14.000</td>
<td>Nature Center &amp; Refuge 9601 Fossil Ridge Road Every Friday 9:00 am - 3:00 PM</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.000</td>
<td>Police Auto Pound 2500 Brennan Ave, Tuesday and Friday 11:00 - 12:30pm</td>
<td>104</td>
<td>EA</td>
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<td></td>
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<tr>
<td>16.000</td>
<td>Police Records Division 350 W. Belknap Monday and Thursday 7:00 - 8:00 am</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>17.000</td>
<td>PACS Administration 4200 South Freeway, Suite 2200 Every Thursday 2:00 - 4:00 pm</td>
<td>52</td>
<td>EA</td>
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<tr>
<td>18.000</td>
<td>Will Rogers Memorial Center 3401 W. Lancaster Avenue Monday - Friday 12:30 P.M. - 3:00 P.M.</td>
<td>260</td>
<td>EA</td>
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<tr>
<td>19.000</td>
<td>Convention Center 1201 Houston Street Monday thru Friday 8:00 am - 11:00 am</td>
<td>260</td>
<td>EA</td>
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<tr>
<td>20.000</td>
<td>Water Customer Service Division Minyard Food Store 4245 East Berry Street Daily, Sunday thru Saturday 2:00 - 4:00 pm</td>
<td>364</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>21.000</td>
<td>Water Customer Service Division Carnival Food Store, 102 NW 28th Street Daily, Sunday thru Saturday 2:00 - 4:00 pm</td>
<td>364</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.000</td>
<td>Water Customer Service Division 908 Monroe Street Monday thru Friday 9:00 am - 11:00 am</td>
<td>260</td>
<td>EA</td>
<td></td>
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</table>
# BID SOLICITATION

## BID OPENING DATE AND TIME:
1/3/2013 1:30:00 PM

## BID NUMBER: 13-0029

BUYER: Angela Gonzales  
PHONE #: (817)362 - 7648 ext.

DELIVERY REQUIRED: 1/1/2013

| Vendor Name: |  |
| Vendor Name: |  |
| Address: |  |
| City, State Zip Code: |  |

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>23.000</td>
<td>Revenue 1000 Throckmorton Street Monday thru Friday 9:00 am - 11:00 am</td>
<td>260</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.000</td>
<td>Collection of Cash Deposits from above locations to Treasurer Office Central Cashier -1000 Throckmorton Street</td>
<td>364</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.000</td>
<td>Collection of Cash deposits from above locations to JP Morgan Chase Bank 14800 Frye Road, FW by 4 PM Monday - Friday</td>
<td>260</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.000</td>
<td>Water Customer Service Division 3741 SW Loop 820 Monday - Friday 9:00 - 4:00 pm</td>
<td>260</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.000</td>
<td>Municipal Court 5701 Meadowbrooks Drive, Bldg 3 Monday - Friday 10:00 - 12:00 pm</td>
<td>260</td>
<td>EA</td>
<td></td>
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<tr>
<td>28.000</td>
<td>Central Library 500 W 3rd St Tuesday and Thursday 8:00am - 9:00am</td>
<td>104</td>
<td>EA</td>
<td></td>
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<tr>
<td>29.000</td>
<td>East Regional Library 6301 Bridge St Tuesday and Thursday 9:00am - 1:00pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.000</td>
<td>Southwest Regional Library 4001 Library Ln Tuesday and Thursday 9:00am - 1:00pm</td>
<td>104</td>
<td>EA</td>
<td></td>
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<tr>
<td>31.000</td>
<td>East Berry Library 4300 E Berry St Tuesday 9:00 am - 1:00 pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.000</td>
<td>Ella Mae Shamblee Library 1062 Evans Ave, Tuesday 9:00 am - 1:00pm</td>
<td>52</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33.000</td>
<td>Diamon Hill/Jarvis Library 1300 NE 35th Tuesday and Thursday 9:00am - 1:00pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# BID SOLICITATION

**BID OPENING DATE AND TIME:** 1/3/2013 1:30:00 PM  
**BID NUMBER:** 13-0029

**BUYER:** Angela Gonzales  
**PHONE #:** (817)329 - 7648 ext.  
**DELIVERY REQUIRED:** 1/1/2013

| Vendor Name: | City of Ft Worth  
| Vendor Address: | Finance Administration  
| Vendor City, State Zip Code: | 1000 Throckmorton Street, 3rd Floor  
| | FORT WORTH TX 76102 |

<table>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.000</td>
<td>Northside Library 601 Park St, Thursday 9:00 am - 1:00pm</td>
<td>52</td>
<td>EA</td>
<td></td>
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<tr>
<td>35.000</td>
<td>Northwest Library 6228 Crystal Lake Dr Tuesday and Friday 9:00 am - 2:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>36.000</td>
<td>Ridglea Library 3628 Bernie Anderson Dr Tuesday and Friday 9:00am - 1:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
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<tr>
<td>37.000</td>
<td>Riverside Library 2913 Yucca Ave, Tuesday and Friday 9:00pm - 1:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
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<tr>
<td>38.000</td>
<td>Seminary Library 501 E Boil Tuesday and Thursday 9:00 am - 1:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39.000</td>
<td>Summerglen Library 4205 Basswood Blvd Tuesday and Thursday 9:00am - 1:00 pm</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41.000</td>
<td>Eskills Library 2800 Stark St Last Thursday of Month 9:00am - 1:00pm</td>
<td>12</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40.000</td>
<td>Wedgewood Library 3816 Kimberly Lane Tuesday and Friday 9:00am - 1:00pm</td>
<td>104</td>
<td>EA</td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL:**

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WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

<table>
<thead>
<tr>
<th>TERM OF PAYMENT:</th>
<th>COMPANY:</th>
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<tbody>
<tr>
<td>DELIVERY:</td>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>TELEPHONE NUMBER:</td>
<td>NAME AND TITLE:</td>
</tr>
</tbody>
</table>
CITY OF FORT WORTH PURCHASING DIVISION
INSTRUCTIONS TO BIDDERS

1.0 SOLICITATION

1.1 Review of Documents: Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

1.2 Location of Documents: Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

2.2 Requests for explanations or clarifications may be faxed to the City’s Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer’s name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, contractor, or consultant and City officials.

2.3.1 After release of the Solicitation, no officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City’s consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City’s consultants regarding any matters pertaining to this Solicitation, except as herein provided.

2.3.2 Contacts by the Bidder with City staff when such contacts do not pertain to a solicitation or bid are exempt from this provision. Examples include:

2.3.2.1 Private (non-business) contacts with the City staff by the bidder’s employees acting in their personal capacity;

2.3.2.2 Presentations and/or responses to inquiries initiated by City staff.

2.3.3 If a representative of the Bidder has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the solicitation.
2.3.4 If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

3.0 PRE-BID CONFERENCE

If a pre-bid conference is held, the time, place and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.

4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.

4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.

4.5 **Prices:**

4.5.1 Bids shall be firm priced offers unless otherwise specified.

4.5.2 Pricing shall be entered on the Bid Sheet in ink.

4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.

4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.

4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialied by the Bidder.

4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the “Specification” section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
4.7.1 To be an acceptable surety on the bond:

4.7.1.1 The name of the surety shall be included on the current Department of the Treasury’s Listing of Approved Sureties (Department Circular 570); or

4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

4.8 **Alternate Bids:** Bidders may offer an “equal” product as an alternate bid. Final “approved equal” determination remains with the City.

4.9 **Proprietary Information:**

4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.

4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.

4.11 **Payment:** All payment terms shall be “Net 30 Days” unless specified in the bid document.

4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City’s website at PurchasingBSO@fortworthtexas.gov.

5.0 **SUBMISSION OF BIDS**

5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) electronic copy of the Bid on compact disk (CD).

5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:

5.2.1 The signed Offer and Award Sheet;

5.2.2 The Bid Sheet; and

5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.

5.3 If a Minority and Women Business Enterprise (MWBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder’s name, address, the Solicitation number, and the Due Date and time.
5.5 **Late Bids**: Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist’s desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

6.1 **Modification of Bids**: Bids may be modified in writing at any time prior to the Due Date.

6.2 **Withdrawal of Bids**: Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 **EVALUATION FACTORS AND AWARD**

8.1 **Evaluation**: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an “all or none” award may be considered if a single award is advantageous.

8.2 **Award**: The City will award contracts to the bidder whose offer represents the “best value” to the City, price and other factors considered.

8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):

8.2.1.1 Reputation of the bidder and of the bidder’s goods or services (30%);

8.2.1.2 Security Measures (25%);

8.2.1.3 Purchase Price (20%);

8.2.1.4 Extent to which the goods or services meet the City’s needs (10%);

8.2.1.5 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities (5%);

8.2.1.6 Bidder’s past relationship with the City (5%); and

8.2.1.7 Any relevant criteria specifically listed in the request for bids or proposals (5%).

8.2.1.7 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

8.4 **Reservations:** The City expressly reserves the right to:

8.4.1 Specify approximate quantities in the Solicitation;
8.4.2 Extend the Solicitation opening date and time;
8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
8.4.6 Add additional terms or modify existing terms in the Solicitation;
8.4.7 Reject a bid because of unbalanced unit prices bid;
8.4.8 Reject or cancel any or all Bids;
8.4.9 Reissue a Solicitation;
8.4.10 Procure any item by other means; and/or
8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.

9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

Revised September 12, 2010
10.0 **SCOPE OF WORK:**

The City of Fort Worth is accepting bids for Armored Car Services to be provided in accordance with the specifications shown herein. The term of the agreement shall be for a period of one year with options to renew annually for up to two additional years, provided, all parties to the contract are in agreement. **The initial contract period will be effective on or about April 01, 2013, through March 30, 2014.**

11.0 **ESTIMATED QUANTITIES**

The estimated quantities reflected on the bid sheets are merely estimates based on the best available information from the last 12-month period. Payments to the contractor will be based on actual pickup and/or delivery services provided to the City departments. However, the City of Fort Worth does not guarantee a minimum number of pickups and deliveries, since these services may vary throughout the term of the agreement.

12.0 **QUALIFICATIONS**

12.1 Prospective bidders must prove to the City of Fort Worth that they are duly qualified and capable to fulfill and abide by the requirements set forth in the solicitation.

12.2 In order to be considered for an award, prospective bidders must demonstrate the ability to perform the services in accordance with the City’s specifications. The City of Fort Worth will evaluate bidders based on industry experience, current policies and procedures (including but not limited to hiring practices and personnel turnover; firearms training and ammunition), security alarm and surveillance system, physical location and facility type (stand alone or multi-tenant), vault size and location, fleet size and maintenance practices. The City reserves the right to conduct an on-site inspection prior to contract award to determine compliance.

12.3 The City of Fort Worth will evaluate bidders based on past performance record with the City, another municipal corporation of like size, or private corporations during the past two-year period to minimize potential contract termination due to nonperformance.

12.4 Bidders shall provide a reference list of a minimum of three current customers, comparable in size that similar services were provided on a continuous basis for a period of no less than 12 months. (Use the attached form titled, “Contractor Data Sheet”, shown here in the solicitation.

13.0 **SPECIFICATIONS FOR ARMORED CAR SERVICES**

13.1 **Purpose**

The City will award a one-year agreement for armored car pickup and delivery services for the City of Fort Worth’s cash, checks, securities and other valuables with options to renew annually for up to two additional one-year periods.

13.2 Pickups will be made at various City facilities as defined below. Some deposits will be delivered to the City’s Central Cashier/ Depository at City Hall and others will be delivered directly to JPMorgan Chase's Centerport Operations Center located at 14800 Frye Road, Fort Worth, TX 76155. The City reserves the right to add and delete locations as the need arises.

14.0 **UNIT PRICE ADJUSTMENT**

14.1 The unit prices may be adjusted during the renewal period but before the effective date of the renewal upon written request from the vendor.

14.2 At the time the City exercise the first and second renewal options, the contractor may request a rate adjustment in an amount not to exceed five percent (5) of the original contract rate price or subsequent renewal rate price.
14.3 The contractor must submit its request, in writing, at least 60 days before the effective period. The contractor will be required to provide sufficient documentation to support any rate increase.

14.4 If the City concludes that the rate increase being requested is exorbitant, then the City reserves the right to adjust the rate request, or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.

14.5 If the City accepts the rate adjustment, an amendment will be issued to reflect the new unit prices(s).

14.5.1 Adjustments to unit prices will only be made in units of one one-hundredth of a dollar; fractions of a cent will not be considered in making adjustments.

14.5.2 The Vendor hereby agrees to accept payments adjusted in this manner as full compensation for services rendered.

15.0 NEW LOCATIONS

Should the City desire to add new locations, the vendor shall accept these additions for a price, which is comparable to existing requirements. The price for new locations shall be mutually agreed upon by all parties to the contract and incorporated by amendment to the agreement.

16.0 FACILITY COLLECTIONS/DELIVERIES

16.1 Collection of deposits prepared in sealed, tamper-proof plastic bags from the following City facilities should be delivered to the Treasurer’s Office – Central Cashier located at 1000 Throckmorton Street, Fort Worth, TX 76102:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>ADDRESS</th>
<th>SCHEDULE</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Department</td>
<td>4201 North Main Street Suite 200</td>
<td>Every Wednesday 12:00 – 3:00 pm</td>
<td>Johnnie Huitt</td>
</tr>
<tr>
<td>Meadowbrook Golf Club</td>
<td>1815 Jenson Road</td>
<td>Sunday and Wednesday 10:00 – 12:00 pm</td>
<td>Sylvia Kelley 817-392-5748</td>
</tr>
<tr>
<td>Pecan Valley Golf Club</td>
<td>6400 Pecan Valley Drive</td>
<td>Sunday and Wednesday 10:00 – 12:00 pm</td>
<td>Sylvia Kelley 817-392-5748</td>
</tr>
<tr>
<td>Sycamore Creek Golf Club</td>
<td>2423 E. 401 Martin Luther King Freeway</td>
<td>Sunday and Wednesday 10:00 – 12:00 pm</td>
<td>Sylvia Kelley 817-392-5748</td>
</tr>
<tr>
<td>Rockwood Golf Club</td>
<td>1851 Jacksboro Hwy</td>
<td>Sunday and Wednesday 10:00 – 12:00 pm</td>
<td>Sylvia Kelley 817-392-5748</td>
</tr>
<tr>
<td>Haws Athletic Center</td>
<td>600 Congress</td>
<td>Every Wednesday 2:00 – 4:00 pm</td>
<td>Brenda Grubbs 817-392-7690</td>
</tr>
<tr>
<td>Log Cabin Administration</td>
<td>2100 Log Cabin Village Lane</td>
<td>Every Tuesday 2:00 – 4:00 pm</td>
<td>Kelli Pickard 817-392-6768</td>
</tr>
<tr>
<td>Botanic Garden</td>
<td>3220 Botanic Garden Drive</td>
<td>Every Wednesday 2:00 – 4:00 pm</td>
<td>Leslie Pool 817-871-7678</td>
</tr>
<tr>
<td>Consumer Health</td>
<td>1800 University Drive</td>
<td>Monday thru Friday 2:00 – 4:00 pm</td>
<td>Betty Lawson 817-392-8904</td>
</tr>
<tr>
<td>Animal Care and Control Center</td>
<td>4900 Martin Street</td>
<td>Wednesday 9:00am – 11:00am and Friday 2:00 – 4:00 pm</td>
<td>Carola Scharlach 817-392-3742</td>
</tr>
<tr>
<td>Location</td>
<td>Address</td>
<td>Days and Time</td>
<td>Contact Person</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>--------------------------------</td>
<td>----------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Nature Center &amp; Refuge</td>
<td>9601 Fossil Ridge Road</td>
<td>Every Friday 9:00 am - 3:00 pm</td>
<td>Anne Hamman</td>
</tr>
<tr>
<td>Police Auto Pound</td>
<td>2500 Brennan Ave</td>
<td>Tuesday &amp; Friday 11:00am – 12:30pm</td>
<td>Semone Harris</td>
</tr>
<tr>
<td>Police Records Division</td>
<td>350 W. Belknap</td>
<td>Monday and Thursday 7:00 - 8:00 am</td>
<td>Kaylo Harrison</td>
</tr>
<tr>
<td>PACS Administration</td>
<td>4200 South Freeway, Suite 2200</td>
<td>Every Thursday 2:00 – 4:00 pm</td>
<td>Sheri Endsley</td>
</tr>
<tr>
<td>Will Rogers Memorial Center</td>
<td>3401 W. Lancaster Avenue</td>
<td>Monday thru Friday 12:30 pm - 3:00 pm</td>
<td>April Lawson</td>
</tr>
<tr>
<td>Convention Center</td>
<td>1201 Houston Street</td>
<td>Monday thru Friday 8:00 am - 11:00 am</td>
<td>Jackie Sheets</td>
</tr>
<tr>
<td>Water Customer Service Division</td>
<td>Minyard Food Store 4245 East Berry Street</td>
<td>Daily, Sunday thru Saturday 2:00 – 4:00 pm</td>
<td>Karen Chavers</td>
</tr>
<tr>
<td>Water Customer Service Division</td>
<td>Carnival Food Store, 102 NW 28th Street</td>
<td>Daily, Sunday thru Saturday 2:00 – 4:00 pm</td>
<td>Karen Chavers</td>
</tr>
<tr>
<td>Water Customer Service Division</td>
<td>908 Monroe Street</td>
<td>Monday thru Friday 9:00 am - 11:00 am</td>
<td>Karen Chavers</td>
</tr>
<tr>
<td>Revenue</td>
<td>1000 Throckmorton Street</td>
<td>Monday thru Friday 9:00 am - 11:00 am</td>
<td>Yolanda Hobbs</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>5701 Meadowbrooks Drive, Bldg 3</td>
<td>Monday Thru Friday 10:00 am – 12:00 pm</td>
<td>Jeremy Leonard</td>
</tr>
<tr>
<td>Central Library</td>
<td>500 W. 3rd St</td>
<td>Tuesday &amp; Thursday 8:00am – 9:am</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>East Regional Library</td>
<td>6301 Bridge St</td>
<td>Tuesday &amp; Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Southwest Regional Library</td>
<td>4001 Library Ln</td>
<td>Tuesday &amp; Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>East Berry Library</td>
<td>4300 E Berry St</td>
<td>Tuesday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Ella Mae Shamblee Library</td>
<td>1062 Evans Ave</td>
<td>Tuesday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Diamond Hill/Jarvis Library</td>
<td>1300 NE 35th St</td>
<td>Tuesday &amp; Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Northside Library</td>
<td>601 Park St</td>
<td>Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Northwest Library</td>
<td>6228 Crystal Lake Dr</td>
<td>Tuesday &amp; Friday 9:00am – 2:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Ridglea Library</td>
<td>3628 Bernie Anderson Dr</td>
<td>Tuesday &amp; Friday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Riverside Library</td>
<td>2913 Yucca Ave</td>
<td>Tuesday &amp; Friday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Seminary Library</td>
<td>501 E Bolt Ave</td>
<td>Tuesday &amp; Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Summerglen Library</td>
<td>4205 Basswood Blvd</td>
<td>Tuesday &amp; Thursday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Eskills Library</td>
<td>2800 Stark St</td>
<td>Last Thursday of Month 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
<tr>
<td>Wedgwood Library</td>
<td>3816 Kimberly Lane</td>
<td>Tuesday &amp; Friday 9:00am – 1:pm</td>
<td>Karen Van Leuven</td>
</tr>
</tbody>
</table>
17.0 Collection of deposits prepared in sealed, tamper-proof plastic bags from the above City facilities should be delivered to JPMorgan Chase’s Centerport Operations Center located at 14800 Frye Road, Fort Worth, TX 76155. This delivery must be made no later than 4:00 P.M. daily. If the delivery is not made on time, contractor MUST contact Yolanda Hobbs at 817-392-8516.

Note: Missed deposit deliveries will not be tolerated and may be grounds for legal corrective action including termination for default. If the delivery is not made, contractor MUST contact Yolanda Hobbs at 817-392-8516 immediately.

17.1 Receipts are to be delivered to the City of Fort Worth’s Central Cashier/Depository, 1000 Throckmorton Street, no later than 9:30 A.M. of the next business day.

18.0 GENERAL SPECIFICATIONS

18.1 Holidays will be excluded from the schedule unless the vendor is notified twenty-four hours in advance by the using departments. In those instances, the contractor will be required to provide pick up services at no additional cost to the City.

18.2 The City of Fort Worth recognizes the following holidays: New Year’s Day, Martin Luther King Jr Day, Memorial Day, July 4th, Labor Day, Thanksgiving and the following Friday, and Christmas Day.

18.3 There may be a need for an occasional unscheduled pickup at the facility locations or at other City locations. In those instances, the City Treasurer or his designee will make the request for additional pickups. Unscheduled pickups at current City locations will be picked up within twenty-four hours of such request and at no additional cost to the City.

18.4 All pickups and deliveries will have locked and/or sealed shipments and be made on a signature/receipt basis with a copy retained by each party. Delivery of facilities’ pickups to Central Cashier/Depository will be made on the same or following business day as the pickup.

19.0 INVOICE AND BILLING PROCEDURES

19.1 The contractor is required to invoice the City based on actual pickup/delivery rate (i.e. unit price x number of pickup and/or delivery) as reflected on pages 1 through 4, Bid Solicitation. AVERAGE BILLING IS NOT ACCEPTABLE.

19.2 In the event the contractor submits an invoice(s) containing average billing, the invoice(s) will be rejected by the City and returned to the contractor for correction and resubmission.

19.3 Additionally, the departments shall not be charged for missed pick-ups by the vendor. The invoice must be offset to reflect any pick-ups the vendor failed to make.

19.4 All invoices will specify the date and location of the service provided. Bill will be separated and sent to department as follows:
<table>
<thead>
<tr>
<th>LOCATION</th>
<th>ADDRESS</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviation Department</td>
<td>4201 North Main Street Fort Worth, TX 76108</td>
<td>Johnnie Huitt</td>
</tr>
<tr>
<td>Golf Operations:</td>
<td>4200 South Freeway Fort Worth, TX 76115</td>
<td>Sylvia Kelly</td>
</tr>
<tr>
<td>Meadowbrook Golf Club,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pecan Valley Golf Club,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sycamore Creek Golf Club,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockwood Golf Club,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Z Boaz Golf Club</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Haws Athletic Center</td>
<td>600 Congress Fort Worth, TX 76107</td>
<td>Brenda Grubbs</td>
</tr>
<tr>
<td>Log Cabin Village</td>
<td>2100 Log Cabin Village Lane Fort Worth, TX 76109</td>
<td>Kelli Pickard</td>
</tr>
<tr>
<td>Botanic Garden</td>
<td>3220 Botanic Garden Drive Fort Worth, TX 76107</td>
<td>Leslie Pool</td>
</tr>
<tr>
<td>Health Department</td>
<td>818 Missouri, Fort Worth, TX 76104</td>
<td>Betty Lawson</td>
</tr>
<tr>
<td>Animal Care and Control Center</td>
<td>4900 Martin Street Fort Worth, TX 76119</td>
<td>Carola Scharlach</td>
</tr>
<tr>
<td>Nature Center &amp; Refuge</td>
<td>9601 Fossil Ridge Road Fort Worth, TX 76135</td>
<td>Anne Hamman</td>
</tr>
<tr>
<td>Police Auto Pound</td>
<td>1301 E. Northside Drive Fort Worth, TX 76102</td>
<td>Semone Harris</td>
</tr>
<tr>
<td>Police Records</td>
<td>350 W. Belknap Fort Worth, TX 76102</td>
<td>Kaylo Harrison</td>
</tr>
<tr>
<td>PACS Administration</td>
<td>4200 South Freeway, Suite 2200 Fort Worth, TX 76155</td>
<td>Sheri Endsley</td>
</tr>
<tr>
<td>Will Rogers Memorial Center</td>
<td>3401 W. Lancaster Avenue Fort Worth, TX 76107</td>
<td>April Lawson</td>
</tr>
<tr>
<td>Convention Center</td>
<td>1201 Houston Street Fort Worth, TX 76102</td>
<td>Jackie Sheets</td>
</tr>
<tr>
<td>Water Department</td>
<td>908 Monroe Street Fort Worth, TX 76102</td>
<td>Karen Chavers</td>
</tr>
<tr>
<td>Treasury Department</td>
<td>1000 Throckmorton Street Fort Worth, TX 76102</td>
<td>Yolanda Hobbs</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>1000 Throckmorton Street Fort Worth, TX 76101</td>
<td>Jeremy Leonard.</td>
</tr>
</tbody>
</table>

19.5 IMPORTANT: Pickup and delivery times indicated in this solicitation are tentative and subject to change. In the event the using department requires a time change, it will be at no cost to the City.

19.6 No additional charges will be assessed to the City of Fort Worth for additional service calls required to address a problem created by the vendor.

19.7 IMPORTANT: Reimbursement for fuel costs, insurance or any other charges will not be accepted. Bid prices shall be all-inclusive.

20.0 REMITTANCE ADDRESS

Contractor is required to provide “remit to” address below, if applicable.
P.O. Box/Street Address: _________________________________
City, State, Zip Code: _________________________________
21.0 INSURANCE REQUIREMENTS

Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.

21.1 Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance at the following limits:

- $100,000 Each Accident
- $100,000 Disease – Each Employee
- $500,000 Disease – Policy Limit

21.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

- $1,000,000 Each Occurrence
- $2,000,000 Annual Aggregate

21.3 Auto Liability Insurance shall be provided as follows:

- $500,000 Bodily Injury Per Person Each Accident
- $250,000 Property Damage
  
  Or

- $1,000,000 Combined Single Limit Each Accident

21.4 The vendor must provide additional insurance coverage of $1,000,000 covering crimes committed by all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. This policy will cover losses in the amount of monies collected, received and or in the possession at any given time.

22.0 INSURANCE CERTIFICATE

The Vendor shall furnish the Purchasing Manager, City of Fort Worth, with a certification of insurance documenting the required insurance prior to the commencement of services. Policies shall be endorsed to provide the City of Fort Worth a 30-day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

23.0 WORKERS COMPENSATION INSURANCE

23.1 The contractor must provide the Certificate of Insurance to the City ten (10) calendar days after receipt of notice of award. Failure to provide the insurance certificate within this time period may be cause for the City to reject the bid as non-responsive and award the contract to the next responsible, responsive bidder.

23.2 Additionally, the insurance certificate must provide a 30-day notice to the City of Fort Worth in the event there is a change in coverage, non-renewal of coverage, or cancellation occurs while the contract is in full force and effect. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

Upon request, the certification shall be mailed to the following address:

City of Fort Worth Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102

23.3 All insurance shall be purchased from an insurance company that is licensed and permitted to do business in the State of Texas. All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance
shall be prepared and executed by the insurance company, or its authorized agent and shall contain provisions that meet or exceed the requirements set forth by the State of Texas.

23.4 The contractor expressly understands and agrees that he/she is an independent entity; that he/she is not an employee of the City; and, that the City is not to provide Worker’s Compensation, health, or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the contractor or his/her employees under the terms of the contract.

23.5 In the event the contractor fails to maintain the required insurance coverage pursuant to this provision and the Insurance Clause, the City shall deem this failure as a material breach of the contract and may terminate the contract for default. If the contract is terminated for default, the contractor shall be held liable for any excess cost the City may incur, and any Liquidated Damages that may be applicable.

23.6 In conjunction with the aforementioned requirements, the contractor must provide the same insurance coverage for any subcontractors employed within the scope of this award.

24.0 ADDITIONAL INSURANCE REQUIREMENTS

24.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor’s insurance policies excepting employer’s liability insurance coverage under Contractor’s workers’ compensation insurance policy.

24.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, TX 76102 Prior to a purchase order being issued.

24.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

24.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.

24.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

24.6 Deductible limits, or self-funded retention limits, on each policy must not exceed $10,000.00 per occurrence unless otherwise approved by the City.

24.7 Other than worker’s compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.

24.8 Workers’ compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights or recovery in favor of the City.

24.9 City shall not be responsible for the direct payment of insurance premium costs for Vendor’s insurance.

24.10 Vendor’s insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
24.11 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

24.12 Vendor’s liability shall not be limited to the specified amounts of insurance required herein.

24.13 Upon the request of City, Vendor shall provide complete copies of all insurance policies required by these contract documents.

25.0 CONTRACT ADMINISTRATION

25.1 Contract administration will be performed by the using department(s) in accordance with the City of Fort Worth Administrative Regulations dated June 17, 2002, Section C, Number 9, Paragraph 8.11 - Non-Performing Vendor and applicable Texas Local Government Code. In the event the contractor fails to perform according to the terms of the contract, the Department head or his/her designee will document, in writing, to the contractor the failures. A meeting may be arranged to discuss the contractor’s deficiencies. A written cure notice may be prepared giving the contractor 10 calendar days to cure any deficiency.

25.2 In the event the contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the contract is terminated for default, the contractor may be held liable for excess cost and/or liquidated damages.

25.3 The Contractor will be paid only those sums due and owing under the contract for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.

25.4 The City reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the contractor exceed the contract price. The contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

26.0 OPTION TO EXTEND/RENEW THE TERM OF THE CONTRACT

26.1 The term of the contract shall be for a period of one year, with an option to renew annually for up to two additional years. The City may extend the term of this contract by written notice to the contractor within 30 calendar days; provided that the City gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires, and the renewal/extension is mutually agreed upon by both parties to the contract.

26.2 The preliminary notice does not commit the City to an extension. If the City exercises this option, the extended contract shall be considered to include this option clause.

26.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.
27.0  **BID PREPARATION**

27.1  Bidders shall furnish complete information as to the experience and capabilities of the company to provide armored car services.

27.1.1 Furnish all requested information listed on the Contractor Data Sheet.

27.1.2 Furnish a list of current clients with a name and phone number to contact for reference. Use additional pages, if necessary.

27.1.3 Provide a list of contracts you have lost in the last 5 years together with reasons for termination.

27.1.4 Provide details on employee training. Furnish separate pages with this information with your bid.

27.1.5 Provide name, address, and telephone phone number of the insurance agent you intend to use to obtain required insurance.

27.1.6 List the names of employees you intend to assign to the City, together with the length of employment and hourly pay. *(This information must be submitted to the Purchasing Division no later than ten (10) days after notification of contract award).*
CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, authorized employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") may be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller’s proprietary information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General’s Office (the “AG”) regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released without penalty to the City.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 ORDERS

5.1 No employees of the Buyer or its officers, agents, servants, contractors or subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and/or services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and emergencies pursuant to Texas Local Government Code Section 252.022(a) (1), (2), or (3). In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address: (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate upon Seller's request.

13.0 PRICE WARRANTY

13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products and services of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the prices contained in Seller's bid, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without any liability to Seller for breach or for Seller's actual expense. Such remedies are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting employees of an established commercial or selling agency that is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.
14.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract voidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

16.0 SOFTWARE LICENSE TO SELLER – If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, non-exclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

17.0 WARRANTY AGAINST INFRINGEMENT OF INTELLIGENT PROPERTY - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

18.0 OWNERSHIP OF WORK PRODUCT – Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and
Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

19.0 NETWORK ACCESS - The City owns and operates a computing environment and network (collectively the "Network"). If Seller requires access, whether onsite or remote, to the City’s network to provide services hereunder, and the Seller is required to utilize the Internet, Intranet, email, City database, or other network application, Seller shall separately execute the City’s Network Access Agreement prior to providing such services. A copy of the City’s standard Network Access Agreement can be provided upon request.

20.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

21.0 TERMINATION - The performance of work or purchase of goods under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work or the goods to be purchased under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of any other termination rights of Buyer as set forth herein.

22.0 ASSIGNMENT / DELEGATION - No interest, obligation or right of Seller, including the right to receive payment, under this contract shall be assigned or delegated to another entity without the express written consent of Buyer. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Prior to Buyer giving its consent, Seller agrees that Seller shall provide, at no additional cost to Buyer, all documents, as determined by Buyer, that are reasonable and necessary to verify Seller’s legal status and transfer of rights, interests, or obligations to another entity. The documents that may be requested include, but are not limited to, Articles of Incorporation and related amendments, Certificate of Merger, IRS Form W-9 to verify tax identification number, etc. Buyer reserves the right to withhold all payments to any entity other than Seller, if Seller is not in compliance with this provision. If Seller fails to provide necessary information in accordance with this section, Buyer shall not be liable for any penalties, fees or interest resulting therefrom.

23.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

24.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.

25.0 THE AGREEMENT - In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller’s Response to such bid (the “contract documents”). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of
precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

26.0 APPLICABLE LAW / VENUE - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

27.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondeat superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.

28.0 INDEMNIFICATION / LIABILITY – SELLER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS, AND DEFEND BUYER, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, OMISSION, OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND SELLER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENT ACT, OMISSION OR INTENTIONAL CONDUCT ON THE PART OF THE SELLER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS.

29.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which funds have been appropriated without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

31.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton Street, Fort Worth, Texas 76102. Notices to Seller shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope
with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid. Or if sent via express courier or hand delivery, notice is considered received upon delivery.

32.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

33.0 IMMIGRATION NATIONALITY ACT – The City of Fort Worth actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

34.0 ENVIRONMENTAL – This provision contains the minimum terms and conditions required of a waste services provider. The City reserves the right to require additional terms and conditions as necessary.

34.1 DEFINITIONS

Unacceptable Waste shall mean any and all waste, including but not limited to Hazardous Waste, special waste, Medical Waste and friable asbestos, the acceptance and handling of which by City Collector would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to City Collector’s equipment or facilities, or present a substantial danger to the health or safety of the public or City Collector’s employees.

Environmental Damages shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney’s fees and disbursements and consultant’s fees, any of which are incurred as a result of handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this contract, or the existence of a violation of environmental requirements pertaining to, and including without limitation:

a. Damages for personal injury and death, or injury to property or natural resources;

b. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports of the performance of any cleanup, remediation, removal, response, abatement,
containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney’s fees, costs and expenses incurred in enforcing this contract or collecting any sums due hereunder; and

c. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the Environmental Requirements.

Environmental Requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

a. All requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

b. All requirements pertaining to the protection of the health and safety of employees or the public.

34.2 Requirements - Contractor warrants that it understands the known hazards and suspected hazards that are present to persons, property and the environment by providing packing, transporting, and disposal of hazardous, special and solid waste. Contractor further warrants that it will perform all services under this contract in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all Environmental Requirements and is under no restraint or order which would prohibit performance of services under this contract.

34.3 Vehicle Specifications - All Vehicles used by Contractor and Contractor’s subcontractor(s) in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow.

34.4 Generator Status - Contractor shall be required pursuant to assume generator status for the waste collected and to choose a disposal site for the waste subject to the City’s approval, and to indemnify City against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

34.5 **ENVIRONMENTAL INDEMNIFICATION - CONTRACTOR DOES HEREBY RELEASE, INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, AGAINST ANY AND ALL ENVIRONMENTAL DAMAGES AND THE VIOLATION OF ANY AND ALL**
ENVIRONMENTAL REQUIREMENTS RESULTING FROM THE HANDLING, COLLECTION, TRANSPORTATION, TESTING, STORAGE, DISPOSAL, TREATMENT, RECOVERY, AND/OR REUSE, BY ANY PERSON, OF WASTE COLLECTED PURSUANT TO THIS CONTRACT.

34.6 Licenses and Permits - Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all Governmental Approvals and other fees required by Applicable Law or otherwise necessary to perform the services prescribed hereunder. Contractor shall also pay, at its own expense, all fees necessary to the collection and removal of Garbage, Refuse, Small Bulky Waste, Large Brush and Large Bulky Waste, C&D Waste, Yard Waste, and Recyclables and their residuals.

34.7 Unacceptable Waste - Contractor shall NOT knowingly accept, nor be required to accept for disposal, Unacceptable Waste. Contractor shall leave Unacceptable Waste at its original location and notify the Director immediately of the location and provide the Director with a description of such waste. Contractor reserves the right to reject or revoke acceptance of any Unacceptable Waste. Upon notification from the Contractor, the Director shall determine whether the waste is Unacceptable Waste or acceptable under the terms of this Contract. Contractor shall immediately return to the site to pick up the suspected waste upon notification from the Director that the waste is not Unacceptable Waste.

35.0 RIGHT TO AUDIT - Seller agrees that the Buyer, or Buyer’s authorized representative, shall, until the expiration of three (3) years after final payment under this contract, and at no additional cost to Buyer, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract, including any and all records maintained pursuant to Section 31 of this Agreement. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying in accordance with the standards set forth in the Texas Administrative Code. The Buyer shall give Seller reasonable advance written notice of intended audits, but no less than ten (10) business days.

36.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA’s provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

37.0 DISPUTE RESOLUTION - If either Buyer or Seller has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party’s specific reasons for such dispute.

Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the
matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

Revised January 6, 2010
ATTACHMENT A
CONTRACTOR DATA SHEET

1. The number of years your firm has been providing armored car services: _____ Years

2. Location of firm’s office that will be responsible for managing the contract.

   Name of Firm: __________________________________________
   Address: _________________________________________________
   City: _____________________________________________________
   State: ____________________________________________________
   Telephone No. ____________________________________________

3. Furnish name, address, and phone # of the individual(s) responsible for direct management of guard personnel assigned to this contract. If available include an alternate’s name, address, and phone #. As a supervisory individual he/she or alternate is/are to be available at all times guards are required under this contract.

   Name: __________________________________________________
   Address: _________________________________________________
   Office Telephone No: _______________________________________
   City: __________________________________ State: ______________
   Mobile Telephone:___________________________________________
   E-Mail Address: ___________________________________________

   Alternate Responsible Party:

   Name: __________________________________________________
   Address: _________________________________________________
   Office Telephone No: _______________________________________
   City: __________________________________ State: ______________
   Mobile Telephone:___________________________________________
   E-Mail Address: ___________________________________________
4. Provide a list of City of Fort Worth, state, county, or local agencies; US government agencies; private sector businesses now under contract with your firm for armored car services. Include the length of time each contract has been in force and the name for a person, together with phone #, at that firm whom the City may contact for a reference.

<table>
<thead>
<tr>
<th>Current Clients</th>
<th>How Long?</th>
<th>Name/Phone Number Of Contact Person</th>
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5. Provide a listing of contracts your firm has lost during the last five (5) years with reasons for termination. Should the City gain knowledge of any lost contract not listed, your bid may be disqualified.

Clients/Reason Terminated/Canceled

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

6. Employee Training - Furnish details of training program completed as requested in the bid. If necessary, use separate sheets to provide additional information and attach to bid.

7. Furnish the name, address, and phone # of insurance firm bidder intends to use for the required insurance as stated in section 6.0 and include the name of a contact person at the firm.

8. List employees assigned to this job, together with social security number, length of service, and rate of pay. Guards must have a minimum of two (2) years experience performing armored car services. (Note: Due within ten (10) days after notification of contract award.)

<table>
<thead>
<tr>
<th>Name Last</th>
<th>Name First</th>
<th>SSN</th>
<th>Length of Service</th>
<th>Hourly Rate</th>
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(If necessary, additional sheets may be attached.)
Complete and Return This Form with the Bid. Bidders shall furnish the following information with their bid, for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this ITB.

<table>
<thead>
<tr>
<th></th>
<th>Company's Name</th>
<th>Name of Contact</th>
<th>Title of Contact</th>
<th>Present Address</th>
<th>City, State, Zip Code</th>
<th>Telephone Number</th>
<th>Fax Number</th>
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ATTACHMENT C

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ (“Questionnaire”) the person’s affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence or writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at [http://www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. 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.

1. Name of person doing business with local governmental entity.

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

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes  ☐ No

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

☐ Yes  ☐ No

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

☐ Yes  ☐ No

D. Describe each affiliation or business relationship.

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

7.

__________________________  __________________________
Signature of person doing business with the governmental entity  Date

Amended 01/13/2013
ATTACHMENT D
NO BID SHEET
FOR INVITATION TO BID NO. 13-0029
ARMORED CAR SERVICES
BID OPENING DATE: JANUARY 03, 2013

Harsh. Oberoi, Senior Buyer
Purchasing Division
817-392-6610
Fax No. 817-392-8440
E-mail address: harsh.oberoi@fortworthtexas.gov

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

City of Fort Worth, Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102
{or fax to above address}

Please check the items that apply:

☐ Do not sell the item(s) required.
☐ Cannot be competitive.
☐ Cannot meet the Specifications highlighted in the attached Bid.
☐ Cannot provide Insurance required.
☐ Cannot provide Bonding required.
☐ Cannot comply with Indemnification requirements.
☐ Job too large.
☐ Job too small.
☐ Do not wish to do business with the City.
☐ Other reason: ____________________________________________________________

Company Name: __________________________________________________________

Authorized Officer or Agent Signature: _______________________________________

Telephone: (___) ___________ FAX Number: (___) ___________________________