Solicitation IFB 2025-11

INFORMAL QUOTES - ROUTINE FACILITIES MAINTENANCE SERVICES - FISCAL YEAR 2026

Bid Designation: Public

City of University Park

1. OVERVIEW

1.1. Announcement

Solicitation Number	**2025-11**
Solicitation Title	**Informal Quotes - Routine Facilities Maintenance Services - Fiscal Year 2026**
Solicitation Start Date	**Tuesday, September 23, 2025**
Solicitation End Date	**Wednesday, September 30, 2026 4:05 pm**
Questions Answered Until:	**Wednesday, September 30, 2026 4:00 pm**
Questions? Contact:	**Elizabeth Anderson** **(214) 987-5480** **eanderson@uptexas.org**
Quote Duration	**1 year**
Contract Renewal	**N/A**
Prices Good For	**Prices good for services from October 1, 2025 - September 30, 2026**
Bid Bond	**Not Required**

1.2. Summary

The City of University Park ("City") is accepting **informal quotes** for various trades associated with maintaining the City's facilities in fiscal year 2026. The City intends to keep this request for quotes open during the entire fiscal year (October 1, 2025 - September 30, 2026). Vendors may submit quotes at any time for the City's consideration until September 30, 2026. The City will then close this request and open a new one for fiscal year 2027. At that time all vendors will need to resubmit pricing.

Trades included in the request include but are not limited to: **Plumbers, Electricians, HVAC Inspection and Repair, Elevator Inspection and Repair, Painters, General Handymen, Roofers, Pest Control, Overhead Door Repairs**

The City does not anticipate that expenses for each trade will exceed the state defined threshold for formal/sealed bids ($100,000/year). Therefore, this is NOT a formal/sealed bid and the requirements set forth in Texas Local Government Code, chapter 252 related to sealed solicitations do not apply here.

1.3. Term

Quotes are for routine building maintenance to be performed between October 1, 2025 and September 30, 2026. Vendors may submit a quote at any time for the City's consideration.

1.4. How To Submit Questions

Questions may be submitted through OpenGov (https://procurement.opengov.com/portal/uptexas) OR emailed to Elizabeth Anderson at eanderson@uptexas.org.

1.5. How To Submit Quotes

Quotes may be submitted electronically via OpenGov (https://procurement.opengov.com/portal/uptexas)

Quotes may also be emailed to Elizabeth Anderson at eanderson@uptexas.org.

The City will keep these quotes on file and reach out if a specific need arises, through September 30, 2026.

2. INTRODUCTION

2.1. Overview

The City of University Park, Texas ("City") is accepting quotes for routine maintenance to be performed in the City's buildings during fiscal year 2026 (October 1, 2025 - September 30, 2026). Vendors may submit quotes at any time for the City's consideration until September 30, 2026. At that time, the City will publish a new solicitation for fiscal year 2027 and vendors will need to submit new pricing.

Based on recent history, the City does not expect that any of the services listed here will cost $100,000 or more during the fiscal year. Therefore, **this is NOT a formal/sealed bid.**

The City of University Park is located five (5) miles north of downtown Dallas and is 3.7 square miles in size. The City owns six (6) buildings:

Facility	Address	Square Footage
City Hall	3800 University Blvd., University Park, TX 75205	27,901
Peek Service Center	4420 Worcola St., Dallas, TX 75206	25,726
University Park Public Library	8383 Preston Center Plaza, Ste. 200, University Park, TX 75225	17,760
Sanitation Transfer Station	2525 University Blvd., Dallas, TX 75206	1,061
Holmes Aquatic Center (HAC)*	3501 Lovers Lane, University Park, TX 75205	2,216
Fondren Public Service Building**	5620 Fondren Dr., Dallas, TX 75206	12,600

**The Holmes Aquatic Center is open to the public from May to September each year*

***The Fondren Public Service building is currently vacant and under renovation. This building will not be operational until March 2026.*

All other buildings are open year-round.

Facilities Maintenance is under the purview of the Public Works Department. Any work orders or contracts resulting from this solicitation will report to the Director of Public Works and the Assistant Director of Public Works.

The City's official website is https://www.uptexas.org/.

2.2. What To Submit

Please fill out the "Pricing" and "Vendor Questionnaire" sections. If you prefer, you may email pricing to Elizabeth Anderson at eanderson@uptexas.org.

3. SCOPE OF WORK

3.1. General

- The City is interested in quotes for both scheduled (preventative) maintenance and unscheduled, on-call maintenance. Vendors may quote one or both scenarios.
- Pricing may be submitted here or emailed to Elizabeth Anderson (Purchasing) at eanderson@uptexas.org.
- Vendors may submit revised pricing in the event of price increases during the fiscal year.
- City staff will select vendors for various tasks based on
    - ***requirements set forth in Texas Local Government Code****, chapter 252 regarding purchases of less then $100,000.00,* ***and***
    - ***that which is deemed to be in the City's best interest.*** *"City's best interest" may include a combination of factors including but not limited to price, qualifications, availability, vendor reputation, and reference feedback. City staff will have sole discretion when making a selection.*
- The City of University Park is exempt from sales tax. Sales tax must be removed from all quotes and invoices. A copy of our tax exempt certificate in included in the "New Vendor Packet" in these documents.
- Submission of a quote does does guarantee any work with the City.
- The City of University Park does not discriminate on the basis or race, color, religion, gender, gender identity, sexual orientation, age, national or ethnic origin, ancestry, physical or mental disability, genetic information, or veteran status in the selection, hiring, or engagement of vendors. All vendors seeking to do business with the City must comply with applicable federal, state, and local non-discrimination laws and policies.
- City staff is prohibited by law from accepting gifts or favors from vendors, or from making any business decisions in which they have a conflict of interest as defined by State law. Please review section 6.37 "Conflicts of Interest" in our General Terms and Conditions.

3.2. Qualifications and Requirements

Vendors must :

- Be licensed and in good standing with any and all relevant licensing entities in the State of Texas (Texas State Board of Plumbing Examiners, Texas Department of Licensing and Regulation, Texas Department of Agriculture, etc.)

- Maintain insurance and bonding throughout the life of any project with the City, as dictated by law and the City
- Comply with all state and local building codes
- Adhere to OSHA safety standards
- Use Personal Protective Equipment (PPE). The vendor is responsible for providing PPE for all vendor employees assigned to the City's project, at the vendor's cost.
- Coordinate as needed with general contractors, inspectors and other trades
- Keep accurate records of the work performed
- Supervise all subordinates
- Be courteous to all members of the public
- Alert City staff immediately if critical problems are uncovered during their work which may result in damage to City property or harm to the public
    - *In the event that such problems are discovered, the vendor will consult with the Director of Public Works or his designee and obtain written notice to proceed before starting on any additional work.*

3.3. Payment & Insurance

- The City's "New Vendor Packet" is attached for your inspection. Please review this carefully and contact Elizabeth Anderson with questions.
- The City's payment terms are Net 30.
- Any vendor selected to work with the City will be required to provide a W-9 before any work starts.
- The City issues payment in one of three ways:
    - *ACH - preferred*
    - *Paper check - sent via US Post Office*
    - *MasterCard - invoices of less than $3,000 only.* ***The City does not pay credit card fees.***
- All invoices must be emailed to Accounts Payable at payables@uptexas.org.
- Invoices will be reviewed by the Public Works Director for accuracy and then approved for payment. Invoices received and approved by noon on Wednesday will be issued for payment on Friday.
- The City's insurance requirements are included here. Any vendor selected to work on City property will be required to provide a valid certificate of insurance to the City **before any work starts**.

4. PRICING

Please fill out all fields that apply to your line of work. Select the "No Bid" option for any line items that do not apply. You may also upload any additional pricing sheets in the "Vendor Questionnaire" section, Question 13.

The City may reach out to a vendor with more detailed information when a specific need is identified, in order to obtain a more accurate quote.

PLUMBING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Hourly Rate - Master Plumber - Normal Business Hours	1	$ / Hr			
2	Hourly Rate - Journeyman Plumber - Normal Business Hours	1	$ / Hr			
3	Hourly Rate - Other Support - Normal Business Hours	1	$ / Hr			
4	Trip Fee - if applicable	1	flat fee			
5	Hourly Rate - after hours	1	$/Hr			

ELECTRICIAN

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
6	Hourly Rate - Master Electrician - Normal Business Hours	1	$ / Hr			
7	Hourly Rate - Journeyman Electrician - Normal Business Hours	1	$ / Hr			
8	Hourly Rate - Other Support - Normal Business Hours	1	$ / Hr			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
9	Trip Fee - if applicable	1	flat fee			
10	Hourly Rate - after hours	1	$/Hr			

ELEVATOR INSPECTION AND REPAIR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
11	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
12	Hourly Rate - Repairs- after hours	1	$/Hr			
13	Trip Fee for Repairs - if applicable	1	flat fee			
14	Annual State Inspection Fee, price per elevator	1	flat fee			
15	Preventative Maintenance Visit, per trip and per elevator	1	flat fee			

ROOF INSPECTIONS AND REPAIRS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
16	Bi-Annual roof inspection and maintenance, per building	1	flat fee			
17	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
18	Trip Fee (if applicable) - Repairs - Normal Business Hours	1	flat fee			

PAINTING / GENERAL REPAIRS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
19	Hourly Rate - Normal Business Hours	1	$ / Hr			
20	Trip Fee - Normal Business Hours	1	flat fee			

HVAC INSPECTION AND REPAIR

The City would like quarterly preventative maintenance. Please quote prices per building, per visit. A list of HVAC units at each building is included in the "Attachment" section of this request for quotes.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
21	Preventative Maintenance Visit, per trip and per unit	1	flat fee			
22	Annual Inspection Fee, price per unit	1	flat fee			
23	Filter Replacement, per trip and per unit	1	flat fee			
24	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
25	Hourly Rate - Repairs- after hours	1	$/Hr			
26	Trip Fee for Repairs - if applicable	1	flat fee			

OVERHEAD DOOR REPAIRS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
27	Hourly Rate - Normal Business Hours	1	$ / Hr			
28	Trip Fee - Normal Business Hours	1	flat fee			

PEST CONTROL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
29	Hourly Rate - Normal Business Hours	1	$ / Hr			
30	Trip Fee - Normal Business Hours	1	flat fee			

FIRE SUPPRESSION SYSTEMS - INSPECTIONS AND MAINTENANCE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
31	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
32	Hourly Rate - Repairs- after hours	1	$/Hr			
33	Trip Fee for Repairs - if applicable	1	flat fee			
34	Annual Inspection Fee, price per building	1	flat fee			
35	Preventative/Predictive Maintenance Visit, per trip and per building	1	flat fee			

COMPUTER ROOM AIR CONDITIONING UNITS - INSPECTIONS AND MAINTENANCE

This is for supplemental units in the City's server rooms. The City would like quarterly and annual preventative maintenance. Please quote prices per visit.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
36	Quarterly Preventative/Predictive Maintenance Visit, per trip and per building	1	flat fee			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
37	Annual Preventative/Predictive Maintenance Visit, per trip and per building		flat fee			
38	Annual Inspection Fee, price per building	1	flat fee			
39	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
40	Hourly Rate - Repairs- after hours	1	$/Hr			
41	Trip Fee for Repairs - if applicable	1	flat fee			

GENERATOR MAINTENANCE AND REPAIR - 500 KW AND 1000 KW

The City would like quarterly and annual preventative maintenance. Please quote prices per visit and per unit.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
42	Preventative/Predictive Maintenance Visit, per trip and per unit	1	flat fee			
43	Annual Preventative Maintenance Fee, per trip and per unit	1	flat fee			
44	Annual Load Bank Testing, per unit	1	flat fee			
45	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
46	Hourly Rate - Repairs- after hours	1	$/Hr			
47	Trip Fee for Repairs - if applicable	1	flat fee			

UNINTERRUPTED POWER SUPPLY SYSTEMS - INSPECTIONS AND MAINTENANCE

These units provide power in the time between loss of building power and the start of generator power. We have two systems at City Hall and one system at the Peek Center. We would need two inspections per year and service as necessary.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
48	Preventative/Predictive Maintenance Visit, per trip and per building	1	flat fee			
49	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
50	Hourly Rate - Repairs- after hours	1	$/Hr			
51	Trip Fee for Repairs - if applicable	1	flat fee			

ICE MACHINES - INSPECTIONS AND MAINTENANCE

The City has ice machines in three buildings. We would like preventative maintenance twice a year at each building.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
52	Preventative/Predictive Maintenance Visit, per trip and per building	1	flat fee			
53	Cleaning and Filter Replacement (if necessary)	1	flat fee			
54	Hourly Rate - Repairs - Normal Business Hours	1	$ / Hr			
55	Hourly Rate - Repairs- after hours	1	$/Hr			
56	Trip Fee for Repairs - if applicable	1	flat fee			

OTHER - NOT SPECIFIED HERE

Please use Question 13 in the "Vendor Questionnaire" section to describe the services that you provide in more detail.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
57	Hourly Rate - Normal Business Hours	1	$ / Hr			
58	Trip Fee - Normal Business Hours	1	flat fee			

5. VENDOR QUESTIONNAIRE

1. Name of Vendor*

*Response required

2. What type of service(s) does this vendor provide? *

If you select "Other", please use Question #3 to provide more details.

Select all that apply

☐ Plumbing
☐ Electrical
☐ HVAC Inspection & Repair
☐ Elevator Inspection & Repair
☐ Painting/General Handyman Services
☐ Overhead Door Repairs
☐ Pest Control
☐ Roof Inspection & Repair
☐ Other - please specify below

*Response required

3. If you selected "Other" in the last question, please provide more detail here.

4. Address of branch assigned to this contract:*

Example:
Street Address
City, State, Zip

*Response required

5. Whom should we contact with any questions about this quote?*

Provide:
Full Name
Title
Phone#
Email

*Response required

6. How long has this vendor been in business?*

*Response required

7. Please provide your license number from the Texas Board of Plumbing Examiners, the Texas Department of Licensing and Regulation, the Texas Department of Agriculture, or other state or federal entity that oversees your trade.*

Please put "NA" if no such requirement exists for your trade.

*Response required

8. Is this business a Historically Underutilized Business, as determined by the Texas Comptroller? If yes, please upload a HUB certificate here.

9. References

Please provide 3 – 5 references. Please include name of organization, name of reference, phone and email.

10. Does this vendor offer after-hours or emergency work?*

*Response required

11. If yes, how should we get in touch with you in the event of an emergency?

12. Does this vendor have any cooperative contracts? If yes, please list the contract number.

Cooperative contracts are not a requirement to work for the City of University Park.

13. Please tell us anything else that you'd like us to know about your business.

You may include additional pricing information here as well.

14. Vendor Certifications - Required by the State of Texas*

Please download this document, complete, and upload.

- Combined_certifications_-_n...

*Response required

15. Conflict of Interest Questionnaire - Required by the State of Texas*

Please download the below documents, complete, and upload.

- CIQ.pdf

*Response required

6. GENERAL TERMS AND CONDITIONS

THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF UNIVERSITY PARK.

6.1. REQUIRED INFORMATION

CITY OF UNIVERSITY PARK SOLICIATION PACKETS MAY CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. EACH REQUIRED SECTION MUST BE COMPLETED PRIOR TO THE POSTED SOLICIATION DEADLINE. OTHERWISE THE SUBMISSION MAY BE REJECTED AS NON-RESPONSIVE.

6.2. INSTRUCTIONS

THESE INSTRUCTIONS APPLY TO ALL FORMAL AND INFORMAL SOLICITATIONS AND WILL BECOME A PART OF THE TERMS AND CONDITIONS OF ANY CONTRACT.

6.3. TERMINOLOGY

IN THIS DOCUMENT, THE TERMS “BID”, “PROPOSAL”, AND “SOLICITATION” MAY BE USED INTERCHANGEABLY AND WILL ALL REFER TO A FORMAL REQUEST FOR PRICING FROM VENDORS AS OUTLINED IN TEXAS LOCAL GOVERNMENT CODE, CHAPTER 252. SIMILARLY, THE TERMS “BID”, “PROPOSAL”, AND “SUBMISSION” WILL ALL REFER TO A VENDOR’S RESPONSE TO A FORMAL REQUEST FROM THE CITY OF UNIVERSITY PARK.

6.4. LATE SUBMISSIONS

THE CITY OF UNIVERSITY PARK APPRECIATES YOUR TIME AND EFFORT IN PREPARING A RESPONSE TO OUR SOLICITATIONS. PLEASE NOTE THAT TO BE CONSIDERED, ALL SUBMISSIONS MUST BE RECEIVED IN THE PURCHASING OFFICE BEFORE THE PUBLISHED DEADLINE. SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED FOR THE AWARD OF A CONTRACT AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF UNIVERSITY PARK IS NOT RESPONSIBLE FOR LATENESS OF COURRIER/CARRIER, TRAFFIC DELAYS, EXTENDED OPENGOV UPLOAD TIMES, ETC., AND THE CLOCK IN THE PURCHASING MANAGER’S OFFICE SHALL BE THE OFFICIAL TIME OF RECEIPT.

6.5. DISTRIBUTION OF INFORMATION

THE CITY USES OPENGOV TO DISTRIBUTE INFORMATION REGARDING INFORMAL AND FORMAL SOLICITATIONS. **ALL BIDDER QUESTIONS, THE CORRESPONDING ANSWERS, AND ANY ADDENDA SHALL BE POSTED TO OPENGOV. THIS WILL BE THE ONLY PLACE WHERE THIS INFORMATION IS POSTED.** BIDDERS ARE STRONGLY ENCOURAGED TO REGISTER- AT NO COST AT https://procurement.opengov.com/portal/uptexas. FAILURE OF A BIDDER TO RECEIVE ANY ADDENDUM OR QUESTION AND ANSWER DOES NOT RELEASE THE BIDDER FROM ANY OBLIGATIONS UNDER HIS BID, PROVIDED THAT THIS INFORMATION WAS POSTED AND DISTRIBUTED BY OPENGOV. BUSINESSES WITHOUT INTERNET ACCESS MAY USE COMPUTERS AVAILABLE AT MOST PUBLIC LIBRARIES.

6.6. NEWSPAPER ADVERTISEMENTS

ALL FORMAL SOLICITATIONS WILL BE ADVERTISED IN THE *DAILY COMMERCIAL RECORD* AS REQUIRED BY TEXAS LOCAL GOVERNMENT CODE, CHAPTER 252.

6.7. ERROR-QUANTITY

BID PRICE MUST BE SUBMITTED ON UNITS OR QUANTITY SPECIFIED, EXTENT, AND TOTAL SHOWN. IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.

6.8. MAKE-MODEL

ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND **NOT** RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF AN ITEM OFFERED IS OTHER THAN AS REQUIRED BY THE SPECIFICATIONS, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.

6.9. PRICING

UNLESS OTHERWISE STATED IN THIS DOCUMENT, BID PRICE(S) QUOTED MUST BE HELD FIRM BY THE BIDDER FOR SIXTY (60) DAYS FROM THE DATE OF THE SOLICIATION DEADLINE TO ALLOW SUFFICIENT TIME FOR EVALUATION BY THE CITY.

6.10. AWARD OF CONTRACT

THE CITY RESERVES THE RIGHT TO AWARD THIS CONTRACT BY ONE OF THE FOLLOWING METHODS. THE METHOD SELECTED WILL BE IN THE BEST INTEREST OF THE CITY, AS DETERMINED BY THE PURCHASING MANAGER.

A. TO THE LOWEST RESPONSIBLE BIDDER(S), BIDDING ALL ITEMS AND MEETING ALL SPECIFICATIONS;

B. TO AWARD TO ONE OR MORE BIDDERS;

C. TO THE LOWEST RESPONSIBLE BIDDER(S) MEETING SPECIFICATIONS, PER LINE ITEM;

D. IF SPECIFIED, TO THE LOW BIDDER(S) MEETING SPECIFICATIONS, PER CATEGORY. TO QUALIFY FOR AN AWARD OF A CATEGORY, A BIDDER MUST BID ALL ITEMS WITHIN THAT CATEGORY. IF ALL ITEMS OF A CATEGORY ARE NOT BID BY ALL VENDORS, AWARD SHALL BE MADE IN THE BEST INTEREST OF THE CITY.

E. TO THE BIDDER(S) WHO PROVIDE THE GOODS OR SERVICES SPECIFIED IN THE SOLICITATION AT THE BEST VALUE TO THE CITY IN COMPLIANCE WITH TEXAS LOCAL GOVERNMENT CODE, SECTION 252.043.

F. TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY SUBMISSION.

G. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMISSIONS, TO WAIVE FORMALITIES, OR TO PROCEED OTHERWISE WHEN IN THE BEST INTEREST OF THE CITY.

ALL SOLICITATION AWARDS ARE SUBJECT TO FINAL APPROVAL BY CITY COUNCIL. COUNCIL MEETINGS ARE HELD THE FIRST AND THIRD TUESDAYS OF EACH MONTH. TO OBTAIN SOLICIATION RESULTS OR TABULATIONS, PLEASE CHECK OPENGOV (HTTPS://PROCUREMENT.OPENGOV.COM/PORTAL/UPTEXAS), OR CONTACT THE PURCHASING DIVISION BETWEEN THE HOURS OF 7:00 AM AND 4:00 PM AT 214-987-5480.

6.11. WARRANTY/GUARANTEE LAWS AND REGULATIONS

BY ACCEPTANCE OF A PURCHASE ORDER, IN ADDITION TO THE GUARANTEES AND WARRANTIES PROVIDED BY LAW, VENDOR EXPRESSLY GUARANTEES AND WARRANTS AS FOLLOWS:

A. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATIONS OR WITH THE APPROVED SAMPLE SUBMITTED, AND AGREED THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF DELIVERY AND PAYMENT FOR THE ARTICLES AND THAT THE VENDOR WILL BEAR THE COST OF INSPECTING AND/OR TESTING ARTICLES REJECTED.

B. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL NOT INFRINGE ON ANY VALID PATENT, TRADEMARK, TRADE NAME, OR COPYRIGHT, AND THAT THE VENDOR WILL, AT HIS OWN EXPENSE, DEFEND ALL ACTIONS OR SUITS CHARGING SUCH INFRINGEMENT AND WILL SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, LOSSES, LIABILITIES AND SUITS ARISING THEREFROM.

C. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE MANUFACTURED, SOLD AND/OR INSTALLED IN COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

D. THAT NOTHING CONTAINED HEREIN SHALL EXCLUDE OR AFFECT THE OPERATION OF ANY IMPLIED WARRANTIES OTHERWISE ARISING IN FAVOR OF THE CITY.

6.12. F.O.B./DAMAGE

QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, UNIVERSITY PARK, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF UNIVERSITY PARK ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.

6.13. INVOICES

INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF UNIVERSITY PARK, ACCOUNTING DEPARTMENT AT PAYABLES@UPTEXAS.ORG OR 3800 UNIVERSITY BLVD., UNIVERSITY PARK, TX 75205.

6.14. PAYMENT TERMS

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THE SOLICIATION PACKET.

6.15. TAXES

THE CITY OF UNIVERSITY PARK IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID**. TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.

6.16. SPECIFICATION-SAMPLES

SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

6.17. DELIVERY PROMISE – PENALTIES

QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO COMPLETE THE PROJECT FOR THE CITY. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHICH SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OR FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE OR TO APPLY LIQUIDATED DAMAGES.

6.18. PACKAGING

UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.

6.19. CORRESPONDENCE

THE NUMBER ASSIGNED TO THE SOLICIATION AND LISTED ON THE PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THE SOLICITATION.

6.20. DELIVERY TIMES

DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY FACILITY. VENDORS MAY CALL THE CITY AT 214-363-1644 OR CHECK THE CITY'S WEBSITE AT WWW.UPTEXAS.ORG TO VERIFY WORKING HOURS.

6.21. PATENT RIGHTS

THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.

6.22. EVALUATION

SUBMISSIONS WILL BE EVALUATED AS OUTLINED IN THE SOLICITATION DOCUMENT.

6.23. PUBLIC INFORMATION ACT

IF YOU CONSIDER ANY PORTION OF YOUR PROPOSAL TO BE PRIVILEGED OR CONFIDENTIAL BY STATUTE OR JUDICIAL DECISION, INCLUDING TRADE SECRETS AND COMMERCIAL OR FINANCIAL INFORMATION, PLEASE CLEARLY IDENTIFY THOSE PORTIONS AS "CONFIDENTIAL".

PROPOSALS WILL BE OPENED IN A MANNER THAT AVOIDS DISCLOSURE OF THE CONTENTS TO COMPETING OFFERORS AND KEEPS THE PROPOSALS SECRET DURING NEGOTIATIONS. ALL PROPOSALS ARE OPEN FOR PUBLIC INSPECTION AFTER THE CONTRACT IS AWARDED, BUT TRADE SECRETS AND CONFIDENTIAL INFORMATION IN THE PROPOSALS ARE NOT OPEN FOR INSPECTION. TEX. LOC. GOVT. CODE 252.049(B)

THE CITY OF UNIVERSITY PARK WILL HONOR YOUR NOTATIONS OF TRADE SECRETS AND CONFIDENTIAL INFORMATION AND DECLINE TO RELEASE SUCH INFORMATION INITIALLY, BUT PLEASE NOTE THAT THE FINAL DETERMINATION OF WHETHER A PARTICULAR PORTION OF YOUR PROPOSAL IS IN FACT A TRADE SECRET OR COMMERCIAL OR FINANCIAL INFORMATION THAT MAY BE WITHHELD FROM PUBLIC INSPECTION WILL BE MADE BY THE TEXAS ATTORNEY GENERAL OR A COURT OF COMPETENT JURISDICTION. IN THE EVENT A PUBLIC INFORMATION REQUEST IS RECEIVED FOR A PORTION OF YOUR PROPOSAL THAT YOU HAVE MARKED AS BEING CONFIDENTIAL INFORMATION, YOU WILL BE NOTIFIED OF SUCH REQUEST AND YOU WILL BE REQUIRED TO

JUSTIFY YOUR LEGAL POSITION IN WRITING TO THE TEXAS ATTORNEY GENERAL PURSUANT TO SECTION 552.305 OF THE GOVERNMENT CODE. IN THE EVENT THAT IT IS DETERMINED BY OPINION OR ORDER OF THE TEXAS ATTORNEY GENERAL OR A COURT OF COMPETENT JURISDICTION THAT SUCH INFORMATION IS IN FACT NOT PRIVILEGED AND CONFIDENTIAL UNDER SECTION 552.110 OF THE GOVERNMENT CODE AND SECTION 252.049 OF THE LOCAL GOVERNMENT CODE, THEN SUCH INFORMATION WILL BE MADE AVAILABLE TO THE REQUESTER.

MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE TEXAS OPEN RECORDS ACT.

6.24. FUNDING

FUNDS FOR PAYMENT HAVE BEEN PROVIDED THROUGH THE CITY OF UNIVERSITY PARK BUDGET, APPROVED BY THE CITY COUNCIL FOR THIS FISCAL YEAR ONLY. STATE OF TEXAS STATUTES PROHIBIT THE OBLIGATION AND EXPEDITURE OF PUBLIC FUNDS BEYOND THE FISCAL YEAR FOR WHICH A BUDGET HAS BEEN APPROVED. THEREFORE, ANTICIPATED ORDERS OR OTHER OBLIGATIONS THAT MAY ARISE PAST THE END OF THE CURRENT FISCAL YEAR SHALL BE SUBJECT TO BUDGET APPROVAL.

6.25. ASSIGNMENT

THE AWARDED VENDOR SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.

6.26. INTERLOCAL AGREEMENT

SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF UNIVERSITY PARK.

6.27. AUDIT

THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE (3) YEARS THEREAFTER.

6.28. INSURANCE

THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS. ADDITIONAL INSURANCE MAY BE REQUIRED IN THE SOLICIATION PACKET. IF ADDITIONAL INSURANCE REQUIREMENTS ARE INCLUDED IN THE SOLICIATION PACKET, THOSE REQUIREMENTS WILL PREVAIL.

6.29. PROTESTS

ALL PROTESTS REGARDING THE FORMAL SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE PURCHASING MANAGER WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF SOLICIATION NOTICES, DEADLINES, PUBLIC OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.

THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF A CONTRACT. PROTESTS RELATING TO STAFF RECOMMENDATIONS MUST BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY **PRIOR** TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE

AVAILABLE FOR PUBLIC REVIEW **72 HOURS** PRIOR TO CONSIDERATION BY THE CITY COUNCIL ON THE CITY'S WEBSITE AT http://www.uptexas.org/Government/City-Council/Council-Minutes-and-Agendas.

6.30. CHANGE ORDERS

NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF UNIVERSITY PARK.

6.31. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF UNIVERSITY PARK MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:

A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;

B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;

C. HAVE SATISFACTORY RECORD OF PERFORMANCE;

D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;

E. OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.

6.32. INDEMNIFICATION

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF

CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

6.33. TERMINATION FOR DEFAULT

THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.

6.34. REMEDIES

THE SUCCESSFUL BIDDER AND THE CITY OF UNIVERSITY PARK AGREE THAT EACH PARTY HAS RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.

6.35. VENUE

THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN DALLAS COUNTY, TEXAS. EXCLUSIVE VENUE SHALL BE IN DALLAS COUNTY, TEXAS.

6.36. SILENCE OF SPECIFICATION

THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.

6.37. CONFLICT OF INTEREST

NO PUBLIC OFFICIAL SHALL HAVE A SUBSTANTIAL BUSINESS INTEREST IN THIS CONTRACT, IN ACCORDANCE WITH VERNON'S TEXAS CODES ANNOTATED, LOCAL GOVERNMENT CODE TITLE 5, SUBTITLE C, CHAPTER 171. IF YOU OR ANYONE CLOSELY RELATED TO YOU IS AN EMPLOYEE OF THE CITY OF UNIVERSITY PARK, YOU AND THE CITY EMPLOYEE MUST MAKE DISCLOSURE OF THAT FACT BY CONSULTING THE EMPLOYEE'S IMMEDIATE SUPERVISOR OR DEPARTMENT HEAD TO DISCUSS THE CIRCUMSTANCE PRIOR TO THE SUBMISSION OF YOUR BID. [**CITY OF UNIVERSITY PARK ADMINISTRATIVE ORDER PRS-16, SECTION A (3)]**. EFFECTIVE JANUARY 1, 2006, CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE REQUIRES THAT ANY VENDOR OR PERSON CONSIDERING DOING BUSINESS WITH A LOCAL GOVERNMENT ENTITY DISCLOSE IN THE QUESTIONNAIRE FORM CIQ THE VENDOR OR PERSON'S AFFILIATION OR BUSINESS RELATIONSHIP THAT MIGHT CAUSE A CONFLICT OF INTEREST WITH A LOCAL GOVERNMENT ENTITY. A VENDOR MUST ALSO DICLOSE ANY GIFTS GIVEN TO THE PUBLIC OFFICIAL OR OFFICIAL'S FAMILY MEMBER WORTH A TOTAL VALUE OF ONE HUNDRED DOLLARS ($100.00) OR MORE OVER THE PREVIOUS TWELVE (12) MONTHS. BY LAW, THE CIQ QUESTIONNAIRE MUST BE

FILED WITH THE RECORDS ADMINISTRATOR OF THE CITY OF UNIVERSITY PARK NOT LATER THAN THE SEVENTH ($7^{TH)}$ 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. FORM CIQ IS ATTACHED TO THIS BID. BY SUBMITTING A RESPONSE TO THIS REQUEST, VENDOR REPRESENTS THAT IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE.

6.38. PREPARATION COST

THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY SUBMISSIONS OR MATERIALS SUBMITTED IN RESPONSE TO ANY SOLICIATION, QUOTATION, OR PROPOSAL.

6.39. PUBLIC OPENINGS

ALL SUBMISSIONS WILL BE READ ALOUD AT THE CITY'S SCHEDULED PUBLIC OPENING FOR THE DESIGNATED PROJECT IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 252. **HOWEVER, THE READING OF A SUBMISSION AT PUBLIC OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH SUBMISSION OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH SUBMISSION AS RESPONSIVE**.

THE CITY WILL DECIDE AS TO THE RESPONSIVENESS OF SUBMISSIONS BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF UNIVERSITY PARK PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL SUBMISSIONS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

6.40. ENERGY CONSERVATION AND RECYCLED PRODUCTS

BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY MANAGEMENT PROGRAM STANDARDS (WWW.EERE.ENERGY.GOV/FEMP) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.

6.41. ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.

6.42. PRICE ESCALATION

PRICE ESCALATIONS MAY BE PERMITTED BY THE CITY OF UNIVERSITY PARK DURING THE TERM OF THE CONTRACT. ALL REQUESTS FOR PRICE ESCALATION SHALL BE IN WRITTEN FORM AND SHALL DEMONSTRATE INDUSTRY-WIDE OR REGIONAL INCREASES IN THE CONTRACTOR'S COSTS. INCLUDE DOCUMENTS SUPPORTING

THE PRICE ESCALATION, SUCH AS MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, FEDERAL/STATE MINIMUM WAGE LAWS, FEDERAL/STATE UNEMPLOYMENT TAXES, FICA, ETC. INCREASES WILL APPLY ONLY TO THE PRODUCTS(S) AND/OR SERVICE(S) AFFECTED BY AN INCREASE IN RAW MATERIAL, LABOR, OR ANOTHER LIKE COST FACTOR. THE CITY OF UNIVERSITY PARK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL PRICE ESCALATIONS.

6.43. PRICE REDUCTION

IF DURING THE LIFE OF THE CONTRACT, THE CONTRACTOR'S NET PRICES TO OTHER CUSTOMERS FOR THE SAME PRODUCT(S) AND/OR SERVICE(S) ARE LOWER THAN THE CITY OF UNIVERSITY PARK'S CONTRACTED PRICES, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE UNIVERSITY PARK CONTRACT PRICE.

6.44. EMPLOYMENT ELIGIBILITY VERIFICATION

THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) MAKES IT ILLEGAL FOR EMPLOYERS TO KNOWINGLY HIRE OR RECRUIT IMMIGRANTS WHO DO NOT POSSESS LAWFUL WORK AUTHORIZATION AND REQUIRES EMPLOYERS TO VERIFY THEIR EMPLOYEES' WORK ELIGIBILITY ON A U.S. DEPARTMENT OF JUSTICE FORM I-9.

THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

6.45. AGE

IN ACCORDANCE WITH THE POLICY ("POLICY") OF THE EXECUTIVE BRANCH OF THE FEDERAL GOVERNMENT, CONTRACTOR COVENANTS THAT NEITHER IT NOR ANY OF ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, PROGRAM PARTICIPANTS, OR SUBCONTRACTORS, WHILE ENGAGED IN PERFORMING THIS CONTRACT, SHALL, IN CONNECTION WITH THE EMPLOYMENT, ADVANCEMENT OR DISCHARGE OF EMPLOYEES OR IN CONNECTION WITH THE TERMS, CONDITIONS, OR PRIVILEGES OF THEIR EMPLOYMENT, DISCRIMINATE AGAINST PERSONS BECAUSE OF THEIR AGE EXCEPT ON THE BASIS OF A BONA FIDE OCCUPATIONAL QUALIFICATION, RETIREMENT PLAN, OR STATUTORY REQUIREMENT. THE CONTRACTOR FURTHER COVENANTS THAT NEITHER IT NOR ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, PROGRAM PARTICIPANTS, OR PERSONS ACTING ON THEIR BEHALF, SHALL SPECIFY IN SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES TO WORK ON THIS CONTRACT, A MAXIMUM AGE LIMIT FOR SUCH EMPLOYMENT UNLESS THE SPECIFIED MAXIMUM AGE LIMIT IS BASED UPON A BONA FIDE OCCUPATIONAL QUALIFICATION, RETIREMENT PLAN, OR STATUTORY REQUIREMENT.

THE CONTRACTOR WARRANTS IT WILL FULLY COMPLY WITH THE POLICY AND WILL DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS AGAINST CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTOR AGAINST CITY ARISING OUT OF THE CONTRACTOR'S AND/OR ITS SUBCONTRACTORS' ALLEGED FAILURE TO COMPLY WITH THE ABOVE REFERENCED POLICY CONCERNING AGE DISCRIMINATION IN THE PERFORMANCE OF THIS AGREEMENT.

6.46. DISABILITY

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA"), CONTRACTOR 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 THE GENERAL PUBLIC, NOR IN THE AVAILABILITY, TERMS AND/OR CONDITIONS OF EMPLOYMENT FOR APPLICANTS FOR EMPLOYMENT WITH, OR EMPLOYEES OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS. THE CONTRACTOR 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 CITY HARMLESS AGAINST ANY CLAIMS OR ALLEGATIONS ASSERTED BY THIRD PARTIES OR SUBCONTRACTORS AGAINST CITY ARISING OUT OF CONTRACTOR'S AND/OR ITS SUBCONTRACTORS' ALLEGED FAILURE TO COMPLY WITH THE ABOVE REFERENCE LAWS CONCERNING DISABILITY DISCRIMINATION IN THE PERFORMANCE OF THIS AGREEMENT.

6.47. SUCCESSFUL VENDOR / INDEPENDENT CONTRACTOR

IT IS AGREED FOR ALL PURPOSES HEREUNDER THAT THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF THE CITY.

THE CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND/OR ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OF NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED ON WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE IMPROVEMENTS ARE BEING MADE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN IMPROVEMENTS CONSTRUCTED BY CONTRACTOR WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND/OR ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONSEQUENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

SUCCESSFUL BIDDER SHALL PAY ANY JUDGMENT WITH COST WHICH MAY BE OBTAINED AGAINST THE CITY OF UNIVERSITY PARK AND PARTICIPATING ENTITIES GROWING OUT OF SUCH INJURY OR DAMAGE.

6.48. SUBCONTRACTORS

THE SUCCESSFUL BIDDER SHALL OVERSEE AND BE RESPONSIBLE FOR ALL WORK PERFORMED BY ANY SUB-CONTRACTORS NAMED IN THE SUCCESSFUL PROPOSAL. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SUBCONTRACTORS ADHERE TO GUIDELINES LISTED IN SPECIFICATIONS AND PERFORM ALL WORK IN A PROFESSIONAL, COURTEOUS, AND TIMELY MANNER.

6.49. CERTIFICATE OF INTERESTED PARTIES

IN 2015, THE TEXAS LEGISLATURE ADOPTED HOUSE BILL 1295, WHICH ADDED SECTION 2252.908 OF THE GOVERNMENT CODE. THE LAW STATES THAT A GOVERNMENTAL ENTITY OR STATE AGENCY MAY NOT ENTER INTO CERTAIN CONTRACTS WITH A BUSINESS ENTITY UNLESS THE BUSINESS ENTITY SUBMITS A DISCLOSURE OF INTERESTED PARTIES TO THE GOVERNMENTAL ENTITY OR STATE AGENCY AT THE TIME THE BUSINESS ENTITY SUBMITS THE SIGNED CONTRACT TO THE GOVERNMENTAL ENTITY OR STATE AGENCY. THE LAW APPLIES ONLY TO A CONTRACT OF A GOVERNMENTAL ENTITY OR STATE AGENCY THAT EITHER (1) REQUIRES AN ACTION OR VOTE BY THE GOVERNING BODY OF THE ENTITY OR AGENCY BEFORE THE CONTRACT MAY BE SIGNED OR (2) HAS A VALUE OF AT LEAST $1 MILLION. THE DISCLOSURE REQUIREMENT APPLIES TO A CONTRACT ENTERED INTO ON OR AFTER JANUARY 1, 2016.

ONLY THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE THIS CERTIFICATE. THE PURCHASING DEPARTMENT WILL PROVIDE THE SUCCESSFUL BIDDER WITH INSTRUCTIONS AFTER A CONTRACT HAS BEEN NEGOTIATED AND BEFORE THE AWARD RECCOMMENDATION GOES TO UNIVERSITY PARK CITY COUNCIL.

6.50. PROHIBITION OF BOYCOTTING ISRAEL

BY ACCEPTING A PURCHASE ORDER, VENDOR VERIFIES THAT IT DOES NOT BOYCOTT ISRAEL, AND AGREES THAT DURING THE TERM OF THIS AGREEMENT WILL NOT BOYCOTT ISRAEL AS THAT TERM IS DEFINED IN TEXAS GOVERNMENT CODE SECTION 808.001, AS AMENDED.

6.51. PROHIBITION OF BUSINESS WITH CERTAIN ORGANIZATIONS

BY ACCEPTING A PURCHASE ORDER, VENDOR VERIFIES THAT IT DOES NOT CONDUCT BUSINESS IN IRAN OR SUDAN, OR WITH ANY FOREIGN TERRORIST ORGANIZATIONS. PURSUANT TO TEXAS GOVERNMENT CODE, SECTION 2252.151, A FOREIGN TERRORIST ORGANIZATION REFERS TO AN ORGANIZATION DESIGNATED AS A FOREIGN TERRORIST ORGANIZATION BY THE UNITED STATES SECRETARY OF STATE AS AUTHORIZED BY 8 U.S.C. SECTION 1889.VENDOR FURTHER CERTIFIES THAT IT DOES NOT BOYCOTT ENERGY COMPANIES OR FIREARMS ORGANIZATIONS.

6.52. BID BOND

IF A BID BOND IS REQUIRED FOR AN INDIVIDUAL PROJECT, THE FOLLOWING REQUIREMENTS WILL APPLY:

THE BIDDER MAY SUBMIT A CASHIER'S CHECK ON ANY STATE OR NATIONAL BANK IN DALLAS COUNTY, TEXAS, OR ACCEPTABLE **BID BOND, PAYABLE UNCONDITIONALLY TO THE CITY. THE CASHIER'S CHECK OR BID BOND SHALL BE IN THE AMOUNT OF NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID.** THE PROPOSAL GUARANTY IS REQUIRED BY THE CITY AS EVIDENCE OF GOOD FAITH AND AS A GUARANTEE THAT IF AWARDED THE CONTRACT, THE BIDDER WILL EXECUTE THE CONTRACT AND FURNISH THE REQUIRED BIDDERS MUST UPLOAD A COPY OF THE BID BOND WITH THEIR SUBMISSION. THE ORIGINAL BID BOND DOCUMENT MUST BE RECEIVED IN THE PURCHASING OFFICE WITHIN THREE (3) BUSINESS DAYS AFTER THE BID DEADLINE. ORIGINAL BID BOND DOCUMENTS MUST BE SENT TO CITY OF UNIVERSITY PARK, ATTN: PURCHASING DEPARTMENT, 3800 UNIVERSITY BLVD., UNIVERSITY PARK, TX 75205. THE CITY MAY DISQUALIFY SUBMISSIONS FROM BIDDERS WHO DO NOT COMPLY WITH THIS REQUIREMENT.

SAID BONDS SHALL FURTHER GUARANTEE THAT IF THE PROPOSAL IS WITHDRAWN AFTER THE BIDS HAVE BEEN OPENED OR IF THE CONTRACTOR REFUSES TO EXECUTE THE CONTRACT IN ACCORDANCE WITH HIS PROPOSAL, THE CONTRACTOR AND THE SURETY SHALL BECOME LIABLE TO THE CITY FOR DAMAGES INCURRED. IF A BID BOND IS USED, THE SURETY THEREON SHALL DESIGNATE AN AGENT RESIDENT IN DALLAS COUNTY, TEXAS, TO WHOM REQUISITE NOTICES MAY BE DELIVERED AND UPON WHOM SERVICE OF PROCESS MAY BE HAD. IF A BID BOND IS USED, AN ACCEPTABLE SURETY SHALL BE APPROVED BY THE TEXAS STATE BOARD OF INSURANCE UNDER ARTICLE 7.19-1 OF THE INSURANCE CODE AND AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO ACT AS SURETY ON BONDS FOR PRINCIPALS. IN ADDITION, THE CONTRACTOR AND ITS AGENTS SHALL HAVE NO FINANCIAL INTEREST IN THE SURETY. THE BID BOND SUBMITTED TO THE CITY SHALL BE IN A FORM ACCEPTABLE TO THE CITY ATTORNEY.

SUCH CASH, CHECKS OR BID BONDS WILL BE RETURNED PROMPTLY AFTER THE CITY OF UNIVERSITY PARK AND THE ACCEPTED BIDDER HAVE EXECUTED THE CONTRACT OR, IF NO AWARD HAS BEEN MADE WITHIN NINETY (90) DAYS AFTER THE DATE OF THE OPENING OF BIDS, UPON DEMAND OF THE BIDDER AT ANY TIME THEREAFTER, SO LONG AS HE HAS NOT BEEN NOTIFIED OF THE ACCEPTANCE OF HIS BID.

6.53. PERFORMANCE AND PAYMENT BONDS

IF A SOLICITATION REQUIRES PERFORMANCE AND PAYMENT BONDS, THE FOLLOWING REQUIREMENTS WILL APPLY:

THE SUCCESSFUL BIDDER SHALL PROVIDE PERFORMANCE AND PAYMENT BONDS IN THE AMOUNT OF NOT LESS THAN ONE HUNDRED PERCENT (100%) OF THE CON-TRACT PRICE, CONDITIONED UPON THE FAITHFUL PERFORMANCE OF THE CONTRACT, AND UPON PAYMENT OF ALL PERSONS SUPPLYING LABOR OR FUR-NISHING MATERIALS, WILL BE REQUIRED UPON THE FORMS WHICH ARE A PART OF THE CONTRACT DOCUMENTS. **THE SUCCESSFUL BIDDER MUST PROVIDE THESE BONDS TO THE CITY WITHIN TEN (10) BUSINESS DAYS AFTER NOTICE OF AWARD**. BONDS SHALL BE EXECUTED BY A SUR-ETY COMPANY ACCEPTABLE TO AND APPROVED BY THE CITY OF UNIVERSITY PARK, AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS, AND IF SUCH BONDS ARE IN EXCESS OF $100,000.00, ACCEPTABLE FOR UNDER-WRITING OF RISKS AS INDICATED BY THE LATEST REVISION, TREASURY DEPARTMENT CIRCULAR 570, LISTING COMPANIES HOLDING CERTIFICATES OF AUTHORITY FROM THE SECRETARY OF THE TREASURY AS ACCEPTABLE SURETIES ON FEDERAL BONDS.

6.54. MAINTENANCE BONDS

IF A SOLICIATION REQUIRES A MAINTENANCE BOND, THE FOLLOWING REQUIREMENTS WILL APPLY:

THE SUCCESSFUL BIDDER, UPON EXECUTION OF THE CONTRACT AND BEFORE BEGINNING WORK, SHALL FURNISH TO THE CITY A PROPER MAINTENANCE BOND IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE CONTRACT AMOUNT WRITTEN BY AN APPROVED SURETY COMPANY COVER-ING THE GUARANTEE AND MAINTENANCE PRESCRIBED ABOVE. UNLESS OTHERWISE NOTED IN THE SOLICITATION, THE PERIOD OF THE MAINTENANCE BOND SHALL BE ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE OF ALL WORK DONE UNDER THE CONTRACT, TO COVER THE GUARANTEE AS SET FORTH IN THE SPECIAL CONDITIONS. THE BIDDER SHALL INCLUDE THE COST OF THE MAINTENANCE BOND IN THE UNIT BID PRICES, AND SHALL PAY FOR SAID BOND.

NOTICE TO THE SUCCESSFUL BIDDER THAT REPAIRS, RENEWALS OR RECONSTRUCTION AS REQUIRED UNDER THIS PROVISION OF THE SPECIFICATIONS, MAY BE MADE IN THE FORM OF A REGISTERED LETTER, SIGNED BY THE CITY OF UNIVERSITY PARK AND ADDRESSED TO THE SUCCESSFUL BIDDER LIABLE FOR THE COST OR EXPENSE THEREOF.