



24-11-P - Urban Forest Management

Project Overview

Project Details	
Reference ID	24-11-P
Project Name	Urban Forest Management
Project Owner	Kristi Byrd
Project Type	RFP
Department	Parks and Recreation
Budget	\$0.00 - \$0.00
Project Description	The City of Lewisville is accepting Request for Proposals (RFP) from qualified firms to establish a contract to conduct tree removal, planting and overall tree care for the City of Lewisville on City park land and greenbelts, to be implemented over the course of multiple growing seasons. All questions must be submitted on Bonfire in the questions and answers section. Award will be based on best value as determined by the scoring matrix. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful proposer will be required to certify compliance, if applicable.
Open Date	Jan 20, 2024 12:00 PM CST
Intent to Bid Due	Feb 13, 2024 2:00 PM CST
Close Date	Feb 13, 2024 2:00 PM CST

Rate Schedule for #24-11-P Urban Forestry Management

Item	Description	Quantity	Unit of Measure	Unit Price	Total Cost
1	Project Management and Coordination	100	Hour(s)	\$ -	\$0.00
2	Forest Management Plan	50	Hour(s)	\$ -	\$0.00
3	Additional Services	1	Hour(s)	\$ -	\$0.00
4	Service Work			\$ -	
	Program Manager	25	Hour(s)	\$ -	\$0.00
	Arborist	10	Hour(s)	\$ -	\$0.00
	Forester	10	Hour(s)	\$ -	\$0.00
	Vehicle	25	Hour(s)	\$ -	\$0.00
	Hand Clearing	100	Hour(s)	\$ -	\$0.00
	Hydro Axe Cleaning	100	Hour(s)	\$ -	\$0.00
	Chemical Treatment	50	Hour(s)	\$ -	\$0.00
	Additional Service Work (Other)	1	Hour(s)	\$ -	\$0.00

Total Cost: \$0.00



CITY OF LEWISVILLE

**REQUEST FOR PROPOSALS
#24-11-P**

PROPOSAL DUE DATE: Tuesday, February 13, 2024, at 2:00 p.m.

Issued on January 20th, 2024

**SPECIFICATIONS
FOR
URBAN FOREST MANAGEMENT
RFP #24-11-P**

INTRODUCTION

The City of Lewisville is accepting Request for Proposals (RFP) to establish a contract to conduct tree removal, planting and overall tree care for the City of Lewisville on City park land and greenbelts, implemented over the course of multiple growing seasons.

The purpose of this Request for Proposal is to contract with a tree care or riparian restoration professional to assist the City of Lewisville (City) with the planning and implementation of an urban forestry management plan. The City seeks proposals from contractors to collaborate with City staff to prioritize tree management and riparian restoration activities similar to the guidance provided in the Prairie Creek Urban Forest Management Plan (Plan).

GENERAL INFORMATION

The project is described as follows: Environment, Hydraulic & Hydrology and planning services for urban forest management within the city limits of Lewisville, TX and subsequent invasive vegetation removal in identified areas.

The City recently implemented urban forest management through the removal of invasive vegetation at Prairie Creek and Central Park forest areas. These areas were identified through an environmental analysis completed by Halff Associates and invasive vegetation mitigation by IES.

Each of these services is described in detail in these specifications.

Project Management and Coordination

Consultant will be responsible for directing and coordinating activities associated with the Environmental and Planning services, including any necessary coordination. Appropriate communication will be maintained between the Consultant and the City. Consultant will attend meetings, site visits and visioning meetings with the City as needed and scheduled by the City to discuss relevant project issues and presentations to the citizens. Citizen and Park Board presentations will be performed by the City. Consultant will organize and maintain project records.

Quality Assurance/Quality Control

Consultant will conduct quality assurance/quality control reviews for all drafts and final deliverables throughout the duration of the project.

Forest Management Plan

Develop a concise vision for the City's forested resources from which projects goals can be developed and evaluated. The vision must ultimately define the City's intent, or what they want to accomplish.

Consultant will arrange work session meeting with City staff as designated by the City. This meeting will define the vision, allow the City and Consultant to arrive at a complete understanding of the roles and responsibilities of all project participants, and establish key milestone dates.

- Consultant will meet with City staff on site.
- Consultant environmentalists, engineers and planners will walk the corridor to conduct a habitat and stream assessment overview.
- Consultant will collate information received verbally and in text from discussions with the City.

Products: Consultant shall prepare documentation for the site visit and work session.

Total number of meetings: One (1) site visit and work session per identified site.

Items provided by City: The City shall make recommendations for persons to be included in the Site Visit and work session, establish the location and time for the work session meetings, issue invitations, and attend work session as desired or appropriate.

Inventory Assessment (Concurrent Site Visit)

Consultant will conduct a preliminary survey to identify areas requiring Urban Forest Management intervention and summarizing each area with the following:

- Tree Spatial distribution
- Species diversity and composition
- Tree size distribution
- Unique landscape features (e.g.; stream channel, forested wetlands, if present)
- Understory conditions
- Historic or significant trees

Product: Consultant shall prepare a Site Inventory report based on a combination of site observations and information received from the City.

Total number of meetings: One (1) meeting per identified site.

Items Provided by City: Provision of information relevant to the project and as collected by members of the City.

Strategic Plan

Upon analyzing the data from the inventory phase, Consultant will develop the approach for the goals, objectives, and actions that will lead to the achievement of the City's vision. These should address resources, management, and community needs, such as:

- maintaining/supplementing native stands
- suppressing/removing exotic species
- Preserving the in-stream condition of area
- Improving understanding about tree selection, planting, and care
- outlining long-term care and maintenance

Product: Consultant shall prepare a draft strategic plan listed based on input received from the CITY.

Total number of meetings: One (1) meeting per identified site.

Items Provided by City: City shall review and provide input to Consultant.

Restoration and Management Guidelines

Based on the Site Inventory, Site Analysis, Goals and Visioning Work Sessions,

- Consultant will prepare Restoration and Management Guidelines.
- The Guidelines will focus on a booklet of invasive plant species and important and sensitive plant species.
- The guidelines will include recommended timelines for implementation of potential removal, treatment, and/or planting measures.
- The guidelines will also provide a recommended monitoring plan for the City to evaluate the effectiveness of the plan.
- Consultant will prepare preliminary draft Restoration and Management Guidelines for review by City staff.
- based on staff review, Consultant will prepare the final Restoration and Management Guidelines.

Product: Consultant shall prepare one (1) hard copy of final Restoration and Management Guidelines, and one (1) electronic copy in MS word, MS Excel, and PDF format per identified site.

Total number of meetings: One (1) conference call and one (1) meeting per identified site.

Items Provided by City: The City shall review the preliminary and final Restoration and Management Guidelines.

Streambank Assessment Study

The section of the project consists of planning and streambank assessment for stabilization of identified urban forests within the City. The engineer will perform a brief study to determine the erosion problem areas and recommend areas where improvements are required. We propose to provide the following services:

Data Collection

Obtain data from City (See above - Information to be Supplied by the City)

- **Site Reconnaissance**
- Photos with GPS locations
- Channel roughness
- Vegetation
- Structures
- Channel erosion
- Utility exposure

Streambank Assessment Analysis

- Review problem areas
- Inventory site visit results
 - Inventory and characterize adjacent drainage systems and outfalls.
 - Inventory erosion problem areas

Project Recommendations

- Recommend areas for improvements in future design phase.
- Prepare and compile written Streambank Assessment report and exhibits.
- Issue draft recommendations report for City review.
- Incorporate revisions to final recommendations report.

Products: Consultant shall prepare one (1) draft summary report, one (1) final summary report hard copy and one (1) electronic copy for review.

Total number of meetings: One (1) site assessment; and two (2) meetings with City staff

Items Provided by City: The City shall review the draft and final Streambank recommendations report.

ADDITIONAL SERVICES

Additional services, not included in the Scope of Services, will be negotiated with the City as needed. Compensation will be based upon a mutually agreed lump sum fee. Items that are considered additional services include:

- Hydraulic and Hydrology Study and Analysis;
- Other sustainability options, such as the use of goats for land clearing.
- Development of Construction Documents;
- Client generated changes to design once work is in progress, will be billed at hourly rates per proposals approved by the CITY, until the work is at the same level of completion as it was prior to the change;
- Additions to the project scope or budget that causes additional environmental review and investigation;
- Additional Public meetings or workshops;
- Any additional work not specifically included in the above scope of services will be accomplished a. Additional Services;
- Revisions to environmental report requested by the City after the report is approved, unless necessitated by discrepancy in the report;
- Permit fees, filing fees, pro-rated fees, impact fees and taxes required and/or state regulatory agency review fees;
- Printing of drawings, specifications and contract documents except as noted herein;
- Traffic engineering report or studies;
- Negotiations/agreements with adjacent property owners;
- Final plat preparation;
- HEC-1 Analysis or flood studies of the drainage channels on site;
- The City shall pay cost of permits or filing fees, required by regulatory agencies or departments, obtained for the City; and
- This scope does not include effort specifically for regulatory submittals including, but not limited to, Section 404 permitting, CLOMR, LOMR, or Floodplain Development Permit. In the event any of these efforts are warranted, we will request these as Additional Services.

SERVICE WORK

- Coordination with City staff to identify manageable locations for non-native invasive plant removal, consistent with stream management practices, and develop a phased schedule of removal.
- Pre-management inventory of removal areas to establish baseline conditions for comparison during subsequent post-removal monitoring.
- Removal of target invasive species and other material as appropriate.
- Conduct post-management inventory with City to determine need and schedule of follow up treatment of invasive regrowth.
- Conducting end-of-growing season monitoring of removal areas to evaluate opportunities for supplemental plantings.
- Assisting the City in selection of suitable native tree and shrub/understory species for site specific supplemental plantings.
- Monitoring supplemental plantings.
- Revegetating or planting appropriate herbaceous/grass species around Prairie Creek for erosion mitigation and soil retention, as appropriate.

- Monitoring management areas for erosion and implementation of appropriate remedial measures.
- Transporting all green waste to a composting facility or transfer station that offers separate processing for green waste for composting, as needed.

The ideal professional and/or firm must be in the business of providing full-service forest maintenance and riparian restoration programs to governmental agencies and/or municipalities that include but are not limited to pruning, removal and replacement of trees for at least five (5) years. Experience should include protection of wildlife resources and knowledge of current industry standards for tree health and care. The contractor must have an adequate number of full-time employed personnel that are familiar with forest management practices or educational experience in a related field.

During anytime work is being performed, at least one person must be on site that is a certified arborist through the International Society of Arboriculture (ISA).

Consultant must follow all guidelines as detailed in the most current ANSI A300 Standards for Tree Care Operations.

The ideal firm should have staff with, at a minimum, four (4) year degrees in forest management, wildlife management or a related field of study.

Contractor must have a sufficient inventory of equipment to perform the required activities.

LEGAL COMPLIANCE

Consultant shall comply with all State and Federal laws, rules, and regulations concerning maximum hours worked, environmental conditions, and other employee considerations affecting the performance of the contract.

ASSIGNMENT

The successful Consultant shall not sell, assign, transfer, or convey any contract resulting from this bid, in whole or in part, without the prior written consent from the of City.

CONTRACT TERM

The successful consultant will be required to enter into a contract with the City. This request for proposal, submitted documents, and any negotiations, upon acceptance by the City, may become part of or be used to develop a contract that is equally binding between the successful consultant and the City.

The initial term of the contract shall be a period of twelve (12) months. The term of the contract may be extended, if agreed upon by all parties, for up to three (3) additional twelve (12) month periods. The City shall have the right to terminate the contract at any time, without penalty, upon thirty (30) days written notice to contractor.

TERMINATION OF CONTRACT

Should the Contractor, in the opinion of the City, fail to faithfully comply with the intent of the Contract as executed or render an unsatisfactory performance of the work pertinent to the contract, this Contract may be promptly terminated, in whole or in part, by the City with prior written notice. In such event, nothing contained herein shall be construed or interpreted as to prevent the City from immediately entering into another contract with another contractor for an unabated continuance of this service. Monies owed to the Contractor for services rendered to the date of termination shall not constitute a prolonging of the contract.

PERFORMANCE OF CONTRACT

City 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 or resulting contract award.

PROPOSAL DELIVERABLES

Response to this RFP will require the contractor to provide sufficient information to determine that the contractor qualifies for performing such a project. All proposals are to contain the following:

- **Title Page/Letter** - Showing proposer's business name, the name, address, telephone number, fax number, and email address of the contact person and the date of submission. Indicate the name and telephone number of persons authorized to discuss terms of the agreement
The letter should also contain a statement as to why proposer feels their firm is the best qualified to provide the requested services. Include the history of the company, number of years in business and a listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years. **MAXIMUM of 6 single-sided pages.**
- **References** - Provide at least two references of the proposer's experience with like services to other similar clients. References should include the contact's name and phone number. List the name of the representative in the firm working with the references.
- **Knowledge & Experience** – Provide examples of similar projects (completed within the past 3 years), preferably for municipal government. Describe the size and the type of project, scope of work, original budget, and length of time of project. Identify the role of subcontractor(s) used in previous projects.
- **Service Plan/Procedures** - This review will include an evaluation of your overall plan to operate an Urban Forestry Program. Define in detail the proposed plan/procedures to provide the service(s) for which a proposal is being submitted.
- **Availability and Qualifications of Proposed Staff** - This review will evaluate the qualifications of key personnel or contractors that will handle duties related to the

operations of Urban Forest Management. Such positions may include but are not limited to Program Manager, Arborist, Forester etc..

- **Adequacy and Location of Facilities** – Facilities will be located within 50 miles of the City of Lewisville, TX.
- **Purchasing Documents** – Provide all purchasing documents that require a signature.

INTERVIEW INFORMATION

The top-ranking Proposer(s) may be invited to participate in an interview for a contractor presentation and Q&A session. Interviews of selected qualified firms will be held in Lewisville. Non-local firms will have the option to interview virtually. The Proposer(s) will be contacted to arrange the specific time and place and will be notified of any additional information that may be required to be submitted.

EVALUATION CRITERIA

The following criteria will be used to evaluate the qualifications of contractors:

References	5 pts
Knowledge and Experience	15 pts
Service Plan/Procedures	20 pts
Availability and Qualifications of Proposed Staff	30 pts
Adequacy and Location of Facilities	10 pts
Cost of Services	20 pts

REQUEST FOR PROPOSALS:

Proposals are to be submitted based on the specifications contained herein.

The preparation of response to this RFP will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responders for any expense incurred in the preparation response to this request.

The City reserves the right to reject any and all responses, to consider alternatives, to waive any formalities and irregularities, and to re-solicit this RFP. In addition, during the evaluation period, the City may, where it may serve the City’s best interest, request additional information or clarifications from responders, or allow corrections of errors or omissions.

The RFP will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office.

Proposals may be uploaded to Bonfire or sealed RFPs, one (1) original and one (1) PDF copy on a flash drive may be delivered to the City of Lewisville Purchasing Division office at the address below, in a sealed envelope or box, clearly marked:

RFP: 24-11-P
CITY OF LEWISVILLE URBAN FOREST MANAGEMENT

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Kristi Byrd, Purchasing Contract Specialist
151 W. Church Street, Lewisville, TX 75057

All questions pertaining to this proposal must be submitted in writing via Bonfire. No verbal clarification will be given.

No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFP proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of ninety (90) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

An evaluation committee consisting of representatives from City departments will review proposals. Upon review of the proposals, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals,

unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting proposals are expected to comply with federal, state, and local laws and regulations relative to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

INSURANCE

Prior to the commencement of any work under this contract, the successful proposer shall furnish an original completed certificate(s) of insurance to the City. The insurance shall remain in effect through the agreement terms and any extensions.

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ SIGNATURE	/ _____ DATE

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**PURCHASE ORDER
TERMS & CONDITIONS**

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with 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.

2. 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.

3. 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.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the 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 of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The 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 bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. 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 of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work 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 rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. 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 and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing 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 the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract 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 is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions 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 thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Seller: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Buyer under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? _____

2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____

 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO

 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:			
Address:			
City, State, Zip:			
Phone:			
Email:			
Bidder (Print Name):			
Bidder Signature:			
Job Title:			
Signature of company official authorizing this bid:			
Company Official (Print name):			
Job Title:			

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

INSURANCE REQUIREMENTS
GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? _____

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

a. **Sole Proprietorship**
i. Legal name of Sole Proprietor: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

b. **General Partnership**
i. Legal name of Partnership: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

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VENDOR SUPPLEMENTAL INFORMATION

- c. **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. **Limited Liability Company**
- i. Legal name of Limited Liability Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- f. **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? No Yes

7. a. Are you a publicly traded business? No Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? No Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? No Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____