

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INVITATION TO BID NUMBER: NCT-2017-15
SEALED BID FOR: LED SILICONE BICYCLE LIGHTS WITH LOGO IMPRINTING
BID CLOSING DATE: JUNE 22, 2017**

For further information contact: **E.J. Harbin, Purchasing Manager**
Purchasing@nctcog.org
FAX: 817-640-7806

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received at NCTCOG Purchasing Department by 1:30 P.M. on June 22** and then will be publically opened and read aloud at 2:00 p.m. at the NCTCOG Offices at 616 Six Flags Drive, Arlington, Texas 76011.

Bids must be returned in a sealed envelope, addressed to the NCTCOG Attn: Craigan Johnson, Administration Department and have **the bid number, closing date, and company name** clearly marked on the outside envelope.

Bids should be mailed or hand delivered to the following address:

**NCTCOG
Attn: Craigan Johnson, Senior Management Analyst
Bid No.: NCT-2017-15
616 Six Flags Drive
Arlington, Texas 76011**

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 Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.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

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas).

Company Name and Address	Company's Authorized Agent
	Signature:
Federal ID Number (TIN) or	Name and Title (Typed or Printed)
Social Security Number and Legal	
Company Name	Date
Telephone Number	
Fax Number	Email address:

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

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

E.J. Harbin, CPPO
Purchasing Manager

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INSTRUCTIONS TO BIDDERS

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify NCTCOG of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. NCTCOG assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the requesting department with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the NCTCOG, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to NCTCOG's Purchasing Division at 817-640-7806. The fax must clearly identify the contact's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, contractor, or consultant and NCTCOG officials.
- 2.3.1 **After release of the Solicitation, no officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any members of NCTCOG Board, NCTCOG staff (other than the contact listed herein) or NCTCOG's consultants, or directly or indirectly through others, seek to influence any NCTCOG Board member, NCTCOG staff, or NCTCOG's consultants regarding any matters pertaining to this Solicitation, except as herein provided.**
- 2.3.2 Contacts by the Bidder with NCTCOG staff when such contacts do not pertain to a solicitation or bid are exempt from this provision. Examples include:
- 2.3.2.1 Private (non-business) contacts with NCTCOG staff by the bidder's employees acting in their personal capacity;
- 2.3.2.2 Presentations and/or responses to inquiries initiated by NCTCOG staff.
- 2.3.3 If a representative of the Bidder has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the solicitation.

- 2.3.4 **If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.**

3.0 **PRE-BID CONFERENCE**

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

4.0 **PREPARATION OF BIDS**

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

- 4.1 **Taxes:** Purchases of Goods or Services for NCTCOG use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the procuring department. Under no circumstances shall NCTCOG be liable to pay taxes for which NCTCOG has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the NCTCOG .
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any NCTCOG purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the NCTCOG. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
- 4.7.1 To be an acceptable surety on the bond:

- 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
- 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the NCTCOG.
- 4.9 **Proprietary Information:**
 - 4.9.1 All material submitted to NCTCOG becomes public property and is subject to the Texas Open Records Act upon receipt.
 - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. NCTCOG will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
 - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.
 - 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on NCTCOG's website.
- 5.0 **SUBMISSION OF BIDS**
 - 5.1 Copies: **Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid on USB Drive.**
 - 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
 - 5.2.1 The signed Offer and Award Sheet;
 - 5.2.2 The Bid Sheet; and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
 - 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) NCTCOG business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that NCTCOG received the documentation.
 - 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
 - 5.5 **Late Bids:** Bids must be received in the procuring department prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The clock on the receptionist's desk in the procuring department is the time of record. It is the sole responsibility of the Bidder to ensure

timely delivery of the Bid. NCTCOG will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

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

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

7.0 **OPENING OF BIDS**

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

8.0 **EVALUATION FACTORS AND AWARD**

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

8.2 **Award:** NCTCOG will award contracts to the bidder whose offer represents the lowest, responsive, and responsible offer to the NCTCOG, price and other factors considered.

8.2.1 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will NCTCOG be responsible for Goods or Services provided without an acceptance signed by an Authorized NCTCOG Representative.

8.4 **Reservations:** NCTCOG expressly reserves the right to:

8.4.1 Specify approximate quantities in the Solicitation;

8.4.2 Extend the Solicitation opening date and time;

8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the NCTCOG;

8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);

8.4.6 Add additional terms or modify existing terms in the Solicitation;

8.4.7 Reject a bid because of unbalanced unit prices bid;

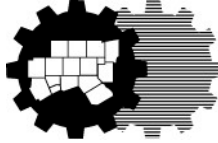
8.4.8 Reject or cancel any or all Bids;

- 8.4.9 Reissue a Solicitation;
- 8.4.10 Procure any item by other means; and/or
- 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

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

- 9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents **must** be submitted within five (5) NCTCOG business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that NCTCOG received the documentation.

Revised February, 2016



INVITATION TO BID (ITB)
 This is NOT a Purchase Order.

NCTCOG
616 Six Flags Drive
Arlington, Texas 76011
Phone: 817-640-3300
Fax: 817-640-7806

ITB Number: NCT-2017-15

ITB For: LED Silicone Bicycle Lights with Logo Imprinting

Delivery Please Specify	Ship Via	F.O.B.	Terms
	BEST METHOD	NCTCOG	NET 30

ITEM	QTY	DESCRIPTION RECORD UNIT PRICE ON THIS PAGE	PRICE EACH	TOTAL PRICE (extended)
1.	25,000	<p>LED Silicone Bike Light Silicone safety bike light designed to increase vision at night with powerful LED lighting. Has all-around silicone plastic casing for durability flexibility, easy installation with snap on hook and fits any size handlebars. (Including oversized ones).</p> <ul style="list-style-type: none"> • Item size is approx. 1 5/8" W x 1 1/4" H x 1 1/4" D • Imprint size minimum of 3/16" x 9/16" (Please provide photo sample of item and imprint area) • Water resistant • Two bright LED bulbs with multiple flash modes • Batteries included <p>The maximum quantity is 25,000 units with the flexibility of how many we order at a time, when we place the order, and changing the following descriptions for each order:</p> <ul style="list-style-type: none"> • Number of individual units we order at a time • Color of the LED light: blue, black, red, white, green, yellow, orange • Color of the item (silicone plastic casing): blue, black, red, white, green, yellow, orange • Imprint color(s) on the item blue, black, red, white, green, yellow, orange • Imprint design/logo <p>Each order will be invoiced separately and will deduct from the 25,000 units. Initial order will begin immediately and will need items produced, delivered in-hand, and invoiced to us no later than July 18, 2017. (Check yes or no below)</p>		

		Denton Depot Item Number (OREFK-LEIZL) or equal. http://www.dentondepot.com/:quicksearch.htm?quicksearchbox=silicone+lights		
			BID TOTAL	

INITIAL ORDER CAN BE DELIVERED AND INVOICED BY JULY 18, 2017? YES _____ NO _____

BID SUBMITTED BY:

Company Name: _____

Signature: _____ **Date** _____

Representative: _____

E-mail Address: _____

Payment Terms: _____

Federal Tax ID No. _____

GENERAL TERMS AND CONDITIONS

- A. NCTCOG is exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- B. NCTCOG reserves the right to accept or reject any and/or all submissions or to cancel this notice at any time.
- C. A response to this Invitation to Bid (ITB) does not commit NCTCOG to a purchase contract, or to pay any costs incurred in the preparation of such response.
- D. Unless the Bidder specifies in the bid response, the NCTCOG may award the contract for any items/services or group of items/services in the ITB and may increase or decrease the quantity specified.
- E. NCTCOG reserves the right to hold and accept any bid responses received by the submission deadline for a period of ninety (90) days after the deadline if a determination has not been made for an award.
- F. NCTCOG reserves the right to negotiate the final terms of any and all purchase contracts with Proposer(s) selected and such contracts negotiated as a result of a Request for Proposals (RFP) and may be re-negotiated and/or amended in order to successfully meet the agency needs.
- G. NCTCOG reserves the right to waive any defect in this procurement process or to make changes to this solicitation as it deems necessary. NCTCOG will provide notifications of such changes to all Bidders recorded in the official record (Distribution Log/Receipts Record) as having received or requested an ITB.
- H. NCTCOG reserves the right to contact any individual, agencies, or employers listed in a submission, to contact others who may have experience and/or knowledge of the Bidder's relevant performance and/or qualifications; and to request additional information from any and all Bidders.
- I. NCTCOG reserves the right to conduct a review of records, systems, procedures, etc., of any entity selected for funding. This may occur prior to, or subsequent to, the award of a purchase contract. Misrepresentation of the Bidder's ability to perform as stated in the qualification submittals may result in cancellation of the purchase contract award.
- J. NCTCOG reserves the right to withdraw or reduce the amount of an award, or to cancel any contract resulting from this procurement if adequate funding is not available.

- K. Proposer shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of NCTCOG for the purpose of, or having the effect of, influencing favorable disposition toward their own submission or any other submitted hereunder.
- L. No employee, officer, or agent of NCTCOG shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, exists.
- M. Bidder shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a Bidder's bid to be rejected. This does not preclude joint ventures or subcontracts.
- N. All bids submitted must be an original work product of the Bidder. The copying, paraphrasing, or other use of substantial portions of the work product of others and submitted hereunder, as original work of the Bidder is not permitted. Failure to adhere to this instruction may cause the proposal submission(s) to be rejected.
- O. The only purpose of this ITB is to ensure uniform information in the selection of bids and procurement of goods and services. This ITB is not to be construed as a purchase contract, or as a commitment of any kind, nor does it commit the NCTCOG to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by NCTCOG.
- P. The contents of a successful bid submission may become a contractual obligation, if selected for award of a contract. Failure of the Bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful Bidder as a basis for release of proposed services at stated price/cost. Any damages accruing to the NCTCOG as a result of the Bidder's failure to contract may be recovered from the Bidder.
- Q. A contract with the selected Bidder may be withheld at the sole discretion of NCTCOG if issues of contract compliance or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by NCTCOG if resolution is not satisfactory to NCTCOG.
- R. NCTCOG is the responsible authority for handling complaints or protests regarding the proposals selection process. This includes, but is not limited to, disputes, claims, protest of award, source evaluation or other matters of a contractual nature. Proposer agrees, to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this process informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

- S. At all times during the term of a contract resulting from this procurement, the Bidder shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this contract to do likewise. The Bidder may cause the insurance to be effected in whole or in part by the sub-contractors or sub-subcontractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.
1. Workers' Compensation: Statutory limits and employer's liability of not less than \$100,000 for each accident.
 2. Commercial General Liability:
 - a. Minimum Required Limits:
 - \$1,000,000 per occurrence;
 - \$1,000,000 General Aggregate
 - b. Commercial General Liability policy shall include:
 - (i) Coverage A: Bodily injury and property damage;
 - (ii) Coverage B: Personal and Advertising Injury liability;
 - (iii) Coverage C: Medical Payments
 - (iv) Products: Completed Operations
 - (v) Fire Legal Liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10 - additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned, hired and non-owned vehicles. Minimum required Limit: \$500,000 combined single limit.
 4. Professional Liability:
 - a. Minimum Required Limits:
 1. \$1,000,000 Each Claim
 2. \$1,000,000 Policy Aggregate
- T. Bidder shall defend, indemnify, and hold harmless NCTCOG, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to the contract; (ii) breach of any obligation, warranty, or representation in the contract, (iii) the negligence or willful misconduct of Bidder and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Bidder and/or its employees or subcontractors of any right of a third party; provided, however, that Bidder shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's gross negligence or willful misconduct.

- U. It is expressly understood and agreed by both parties that, if the performance of any provision of a contract resulting from this procurement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of the contract to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- V. The Texas Legislature has adopted House Bill 1295. In short, 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 (Form 1295) to our agency at the time of a signed contract. The disclosure of interested parties needs to be completed electronically and submitted through the Texas Ethics Commission website. NCTCOG will provide a specific contract number associated with the award for inclusion in the submittal. Once submitted, an email confirmation of submittal must be sent to NCTCOG. For more information about the process, please visit the following website: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

ATTACHMENT I:

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

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

Updated Questionnaires must be filed in conformance with Chapter 176.

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

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

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

3

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

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

ATTACHMENT II:

INSTRUCTIONS FOR PROPOSAL COMPLIANCE AND SUBMITTAL

Compliance with the Invitation to Bid (ITB)

Submissions must be in strict compliance with this ITB. Failure to comply with all provisions of the ITB may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's bid. The insurance requirements are outlined in Section 4- General Terms and Conditions.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT III: CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this bid. I acknowledge that I have read and understand the requirements and provisions of the ITB and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this Contract.

I also certify that I have read and understood all sections of this ITB and will comply with all the terms and conditions as stated; and furthermore that I, _____(typed or printed name) certify that I am the _____(title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as Offeror and Respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said Offeror by authority of its governing body.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT IV:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT V: CERTIFICATION
REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative Contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VI:
DRUG-FREE WORKPLACE CERTIFICATION**

The _____(company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

_____(company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VII:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the Contractor, no member of the Contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Contractor or Department. Supplies, tools, materials, equipment or services purchased with Contract funds shall be used solely for purposes allowed under this Contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the

NCTCOG. No member of NCTCOG directly owns, controls or has interest in the

Contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

Signature of Authorized Representative:

Date:

**ATTACHMENT VIII:
CERTIFICATION OF GOOD STANDING
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated statement is true and correct and that the undersigned understands that making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation): Sole Proprietor

Partnership

Other

I.R.S.Tax Number: _____

(Printed/Typed Name and Title of Authorized Representative)

Signature

Date: _____

**ATTACHMENT IX:
HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR
DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the ITB process. Representatives from HUB companies should identify themselves and submit a copy of their Certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this ITB.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:
 Minority-Owned Business Enterprise
 Women-Owned Business Enterprise
 Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

Authorized Signature

Typed Name

Date

Subscribed and sworn to before me _____ day of _____ (month), 20__ in
this

_____(city), ______(county), _____(state).

SEAL

Notary Public in and for _____(County),
State of Texas _____ Commission expires:_____

**NO BID SHEET
FOR INVITATION TO BID NUMBER: NCT-2017-15
LED BICYCLE LIGHTS WITH LOGO IMPRINTING
BID OPENING DATE: JUNE 22, 2017**

E.J. HARBIN, PURCHASING MANAGER
purchsing@nctcog.org

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

**NCTCOG
Attn: CRAIGAN JOHNSON, SENIOR MANAGEMENT ANALYST
616 Six Flags Drive
Arlington, Texas 76011
{or fax to 817-640-7806}**

Please check the items that apply:

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

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone: (_____) _____ FAX Number: (_____) _____