



**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
 INVITATION TO BID No. NCT-2017-31
 SEALED BID FOR: RESIDENTIAL TYPE FURNITURE
 BID CLOSING DATE: OCTOBER 17, 2017 1:30 P.M.**

**For further information contact: Jane Rogers, Procurement Specialist
 FAX (817) 640-7806 jrogers@nctcog.org**

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 office by 1:30 P.M. October 17, 2017** and then publicly opened and read aloud at 2:00 P.M. at NCTCOG Offices. Bids must be returned in a sealed envelope, addressed to the NCTCOG Attn: Purchasing/Agency 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: Jane Rogers, Procurement Specialist
 Bid No. NCT-2017-31
 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 Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.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.

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 Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes_____ No_____

If you, the 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.

Purchasing Manager

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

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/Agency Administration Department. The location and phone number for the Purchasing/Agency Administration Department are specified in the advertisement and in the solicitation.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing/Agency Administration 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/Agency Administration Department at (817) 640-7806. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, Vendor, 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 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 Certifications of Offeror 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 the 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 authorization from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The 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 10 working 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 August 12, 2016



SCOPE OF WORK

INTRODUCTION

The intent of the bid is to establish a contract(s) with qualified Vendor(s) to provide residential type furniture and delivery of furniture for NCTCOG Area Agency Aging program participant's private homes to include but not limited to beds, chairs, love seats and tables. Approximately \$47,000 per year is budgeted for this purpose. The resulting contract will be for an initial term of two (2) years with three (3) additional one (1) year renewal periods.

The NCTCOG Area Agency on Aging (AAA) maintains a coordinated network of health and social services for older adults and family caregivers. The respective counties that would be receiving work orders are Collin, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Cooke, Fannin, Grayson, Somervell, Wise, Dallas and Tarrant. It is the intent of the Agency to award this bid to one or more vendors in order to provide service to nineteen NCTCOG Area Agency on Aging counties.

SCOPE OF WORK

The Agency is soliciting bid quotes in order to obtain qualified Vendors to provide essential residential type furniture and delivery of furniture for selected participants of the Agency's Aging program.

Awarded Vendor(s) shall adhere to the following specifications herein:

- Vendor shall provide residential type furniture and deliver furniture to include but not limited to beds, chairs, love seats and tables on an as needed basis for private residences for the Aging program.
- Awarded Vendor(s) shall provide residential type furniture and deliver furniture directly to designated AAA participate resident location within five days from authorized AAA work order.

DELIVERABLES/OUTCOMES

The Vendor's response should consider construction methods and delivery formats that would meet the following deliverables/outcomes:

- Identify the labor and Vendor costs for each county in which Vendor is able to perform work, by completion of the attached bid sheets
- Specify all counties in which Vendor is willing to complete work.
- Unit price shall include all cost associated including but not limited to delivery and/or fuel charges. No additional charges will be accepted or paid by the Agency.

INSURANCE REQUIREMENTS

At all times during the term of a contract resulting from this procurement, the Vendor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, and shall require all Vendors and sub-Vendors performing work for which the same liabilities may apply under this contract to do likewise. The Vendor may cause the insurance to be effected in whole or in part by the sub-Vendors or sub-subVendors 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;
 - \$3,000,000 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

METHOD OF AWARD

- Bids will be awarded based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the Agency to accept it.
- In order for the Agency to receive adequate coverage on its requirements as specified in the solicitation, the Agency reserves the right to make multiple awards.
- The Agency also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time Agreements of a similar nature.
- The Agency reserves the right to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items, or overall bid, as it is deemed in the best interest of the Agency.
- Following the award, additional goods and/or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added.

OPTION TO RENEW

The North Central Texas Council of Governments (NCTCOG) reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the NCTCOG and the Vendor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the NCTCOG or the Vendor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

- The NCTCOG's initial letter offering the Vendor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the NCTCOG, in writing, before it becomes valid.
- The NCTCOG will not grant an option, if the Vendor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) for the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Vendor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the NCTCOG, and the NCTCOG reserves the right to accept or reject such request.

- The NCTCOG may desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the NCTCOG and the Vendor with such agreement to be confirmed in writing prior to the expiration of the contract period.



<p>INVITATION TO BID (ITB) This is NOT a purchase order.</p> <p>ITB Number: NCT-2017-31</p> <p>ITB For: Residential Type Furniture</p>	<p>NCTCOG 616 Six Flags Drive Arlington, Texas 76011 Phone: 817-640-3300 Fax: 817-640-7806</p>
<p>Residential Type Furniture</p>	

County	Delivery Labor Rate per Hour	% Profit on Actual Furniture Cost **
Collin		
Denton		
Ellis		
Erath		
Hood		
Hunt		
Johnson		
Kaufman		
Navarro		
Palo Pinto		
Parker		

	Residential Type Furniture	
County	Delivery Labor Rate per Hour	% Profit on Actual Furniture Cost **
Rockwall		
Cooke		
Fannin		
Grayson		
Somervell		
Wise		
Dallas		
Tarrant		

**** Stated % profit to be added to actual furniture price paid from local retail outlet or from commercial furniture supplier as provided by paid invoice.**

BID SUBMITTED BY:

Company Name: _____

Signature: _____ **Date** _____

Representative: _____

E-mail Address: _____

Payment Terms: _____

Federal Tax ID No. _____

**North Central Texas Council of Governments
Terms and Conditions OF PURCHASE
Seller and Buyer agree as follows:**

SELLER TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (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.

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. Goods must be delivered, installed, and working.

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

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 reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY. The place of delivery shall be that set forth in the block of the purchase order entitled "Ship to", unless otherwise specified. Any change thereto shall be effected by modification as provided for in clause labeled "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

INVOICES & PAYMENTS. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Invoices are to be mailed to: NCTCOG Administration Department, P.O. Box 5888, Arlington, Texas 76005-5888. Telephone: 817/640-3300 / Fax: 817/640-7806

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Administration Department advised of any changes in remittance addresses.

Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Federal excise, state, or city sales tax are not to be included on invoices. NCTCOG shall furnish tax exemption certificate to Seller upon request.

No money shall be paid to any person, firm or corporation who is in debt to NCTCOG or to a child support obligor who is more than 30 days delinquent in paying child support.

WARRANTY. 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.

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

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.

TERMINATION. The performance or 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 labeled "CANCELLATION".

MODIFICATIONS. This contract can be modified or rescinded only by a writing signed by both of the parties of their duly authorized agents.

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.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer or employee of NCTCOG shall have a financial interest, direct or indirect, in any contract with NCTCOG, or shall be financially interested, directly or indirectly, in the sale to NCTCOG of any land, materials, supplies or service, except on behalf of NCTCOG as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with NCTCOG shall render the contract involved voidable by the Executive Director or the Deputy Executive Director.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION. Seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and orders. Any provision which is required to be a part of this order by virtue of any such law, regulation, rule or order is incorporated herein by reference: including but not limited to Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their respective implementing regulations at 41 CFR Chapter 60.

HOUSE BILL 89 CERTIFICATION. Vendor agrees to comply with all applicable provisions of House Bill 89, Texas Government Code, Section 270.001, does not boycott Israel currently and will not boycott Israel during the term of the contract.

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 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 ITB COMPLIANCE AND SUBMITTAL**

Compliance with the Invitation to Bid

Submissions must be in strict compliance with this Invitation to Bid (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 proposal. The insurance requirements are outlined in specifications herein.

Name of Organization/Vendor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT III:
CERTIFICATIONS OF OFFEROR**

I hereby certify that the information contained in this bid response 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 proposal. I acknowledge that I have read and understand the requirements and provisions of the Request for Statement of Qualifications 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 Invitation to Bid 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 Bidder by authority of its governing body.

Name of Organization/Vendor(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/Vendor(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/Vendor(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 subVendor 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 subVendor'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 subVendor's policy statement;

Notifying the employees in the subVendor'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 subVendor 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 subVendor'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/Vendor(s):

Signature of Authorized Representative:

Date: _____

**ATTACHMENT VII:
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 VIII:
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 RFSQ 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 _____ (month), 20__ in
this _____ of _____

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

SEAL

Notary Public in and for _____

State of _____

**NO BID SHEET
FOR INVITATION TO BID NO. NCT-2017-31
RESIDENTIAL TYPE FURNITURE
BID OPENING DATE: OCTOBER 17, 2017**

**Jane Rogers
Procurement Specialist/Agency Administration Department
817-640-3300
Fax No. 817-640-7806
E-mail address: jrogers@nctcog.org**

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

**NCTCOG
Attn: Purchasing/Agency Administration Department
616 Six Flags Drive
Arlington, Texas 76011
{or fax to above address}**

Please check the items that apply:

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

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone: (____) _____ **FAX Number:** (____) _____