



Melody Paradise, Mayor  
Russell Brewster, Mayor Pro Tem

# AGENDA

## TOWN COUNCIL

### July 27, 2015

#### COUNCIL MEMBERS:

Fred Adair  
Don Funderlic  
Jane Barrett  
Don Surratt

Matthew Fielder, City Manager

**Work Session 6:30 p.m.**  
**Regular Session 7:30 p.m.**  
**Council Chamber**  
**1614 South Bowen Road**

#### WORK SESSION 6:30 P.M.

REVIEW AND DISCUSS ITEMS ON THE REGULAR AGENDA, AND CONSIDER PLACING APPROVED ITEMS ON CONSENT AGENDA.

*All consent agenda items are considered to be routine by the Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member so requests, in which event, the item will be removed from the general order of business and considered in its normal sequence.*

1. City Manager Report
  - Personnel Vacancies
  - Park Row Construction
  - PantegoFest 2015
  - AISD Agricultural Learning Center
2. Approval of Bills Payable and Purchase Orders in excess of \$1,000.  
*A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.*
3. Approval and Acceptance of Minutes  
Approval of Town Council Minutes:
  - Town Council minutes from July 13, 2015
  - Town Council minutes from July 20, 2015

Acceptance of Minutes of Boards and Commissions:

  - PEDC minutes from June 22, 2015
  - CRB minutes from June 5, 2015

#### REGULAR SESSION 7:30 P. M.

#### CALL TO ORDER/WELCOME

INVOCATION BY: Council Member Don Surratt

#### PLEDGE OF ALLEGIANCE

#### MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

#### COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

#### PEDC REPORT

#### CITIZENS OPEN FORUM

This is a time for the public to address the Town Council on any subject not on this agenda. However, in accordance with the Open Meetings Act Section 551.042, the Town Council cannot discuss issues raised or make any decisions on that subject at this time. The Town Council or an appropriate Town official may make a statement of factual information or policy on the subject in response to an inquiry by a member of the public. Issues raised may be referred to Town Staff for research and possible future action.

#### APPROVAL OF CONSENT AGENDA ITEMS

Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations and all votes on final reading will be recorded as reflected on first reading unless otherwise indicated. Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council.

#### RESOLUTION

4. Discuss, direct, and consider action on Resolution 15-24 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Franklin Digital Solutions to upgrade

and provide technical support to the Town's Electronic Records Management System; and providing an effective date.

- 5. Discuss, direct, and consider action on Resolution 15-25 a Resolution of the Town Council of the Town of Pantego, Texas, adopting a Procurement policy for the Town; and providing for an effective date.
- 6. Discuss, direct, and consider action on Resolution 15-26 a resolution of the Town Council of the Town of Pantego, Texas, adopting a Procurement Card policy for the Town; and providing for an effective date.
- 7. Discuss, direct, and consider action on Resolution 15-27 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to award the bid for construction, to negotiate, and to enter into a contract with SYB Construction for the Wagon Wheel construction project; and providing an effective date.
- 8. Discuss, direct, and consider action on Resolution 15-28 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manger to enter into an Interlocal Cooperative Purchasing Agreement with the City of Desoto for pavement repairs; and providing an effective date.
- 9. Discuss, direct, and consider action on Resolution 15-29 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to proceed with the Bowen Road paving repairs in an amount to exceed \$95,000; and providing for an effective date.

NEW BUSINESS FOR DISCUSSION, REVIEW, APPROVAL, AND/OR DIRECT STAFF.

- 10. Discuss, direct, or consider action on Council's participation in the Texas Municipal League 2015 Conference located in San Antonio, Texas.

Following the Scheduled Executive Session, the Council will reconvene in public session and may take any and all action necessary concerning the Executive Session.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
  - 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Denitech Contract.

COUNCIL INQUIRY

If a member of the Council makes a spontaneous inquiry about a subject not on this agenda, then the Town Council or an appropriate Town official may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the Town Council cannot discuss issues raised or make any decisions on that subject at this time. Issues raised may be referred to Town Staff for research and possible future action.

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, July 24, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

  
Julie Arrington, City Secretary

*Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in Town functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time by calling the City Secretary's Office at (817) 548-5852.*

Complete Council Agenda and background information are available for review at the City Secretary's Office and on the Town's website: [www.townofpantego.com](http://www.townofpantego.com).





# City Manager's Report

**To:** Mayor Paradise and Members of the Town Council

**From:** Matt Fielder, City Manager

**Date:** July 27, 2015

## **Personnel Vacancies**

The Town currently has personnel vacancies for Police Officer, Dispatcher, and Support Services Specialist. The vacancies for Public Works Foreman and Maintenance Worker have been filled.

## **Park Row Water Line Project**

The waterline project is almost complete, with only the final service connections and fire hydrants left to be installed. Pavement work continues on the south side of the road. The Contractor plans to use the same quick-drying concrete used by TxDOT on highway projects in the intersection in order to limit the duration of lane closures when replacing the temporary pavement over the water line.

## **PantegoFest 2015**

Complete Emergency Care has informed us they will be sending a \$5,000 sponsorship for PantegoFest. Discussions with Pantego Bay continue with regards to beer sales.

## **AISD Agricultural Learning Center**

I attended the Dalworthington Gardens Town Hall meeting regarding the proposed construction of the AISD Agricultural Learning Center in their city. It is proposed to be located next to Spec's on Pioneer. They have been advised that their zoning code does not apply to other governmental entities. Members of the public in attendance voiced concerns related to property values, smell, traffic, and proximity to a liquor store. One Pantego resident and one Pantego business attended and spoke against it. The presentation made by AISD is included for your information



**Accelerate**  
*Your Career*

**Agricultural Science Center**  
**Planning Update: July 14, 2015**



CTE  
Career & Technical Education

Arlington  
INDEPENDENT SCHOOL DISTRICT  
Where There is Remarkable Education



**Achieve Today. Excel Tomorrow.**



Career & Technical  
Education



Arlington  
INDEPENDENT SCHOOL DISTRICT  
Where There is Remarkable Education



## Inspired Learners

- The AISD will be a high performing, technology-rich school district with leading-edge learning experiences that promote engagement, creativity, critical thinking and achievement.
- The AISD will prepare our graduates to excel in higher education or the career of their choice.
- The AISD will be the leader in the education marketplace by providing world-class facilities while being fiscally responsible.



Career & Technical  
Education



Arlington  
INDEPENDENT SCHOOL DISTRICT  
More Than a Traditional Education



## Effective Leadership

- The AISD will foster a caring culture of respect, integrity, wellness and citizenship throughout the district.
- The AISD will cultivate an environment that builds great leaders.



Career & Technical  
Education



Arlington  
INDEPENDENT SCHOOL DISTRICT  
More Than a Traditional Education



## Engaged Community

- The AISD will enhance educational excellence and workforce development through collaboration with community partners.



Career & Technical Education



Arlington  
INDEPENDENT SCHOOL DISTRICT  
More Than a SmartChild Education



## Current Scenario

- Agricultural science program only offered at Arlington and Martin High School
- Agricultural science project housing is limited to privately owned facilities



Career & Technical Education



Arlington  
INDEPENDENT SCHOOL DISTRICT  
More Than a SmartChild Education



## Course Offerings

<ul style="list-style-type: none"> <li>• <b>Current Course Offerings:</b> <ul style="list-style-type: none"> <li>– Introduction to Agricultural Science</li> <li>– Small Animal Management</li> <li>– Equine Science</li> <li>– Animal Science</li> <li>– Wildlife Management</li> <li>– Horticulture</li> <li>– Ag Mechanics and Metal Technologies</li> <li>– Ag Metal Fabrication</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Courses at Ag Science Center:</b> <ul style="list-style-type: none"> <li>– Animal Science</li> <li>– Advanced Animal Science</li> <li>– Equine Science</li> <li>– Wildlife</li> <li>– Veterinary Medical Applications with Veterinary Technician Certification</li> <li>– Agricultural Mechanics and Metal Technologies</li> <li>– Agricultural Equipment Design and Fabrication</li> </ul> </li> </ul>
---	---



**Career & Technical  
Education**



**Arlington**  
INDEPENDENT EDUCATION DISTRICT  
More Than a Remarkable Education



## Courses Offerings

- **Courses taught at the Career Tech Center will compliment Ag Science courses**
  - Welding
  - Horticulture
  - Floral Design
  - Medical Terminology



**Career & Technical  
Education**



**Arlington**  
INDEPENDENT EDUCATION DISTRICT  
More Than a Remarkable Education



## Agricultural Science Projects

- The agricultural science center will provide a state of the art facility for learning space and to house agricultural science projects including:
  - Heifers
  - Market goats
  - Rabbits
  - Poultry



Career & Technical Education



Arlington  
INDEPENDENT SCHOOLS. BETTER EDUCATION.  
More Than a School. More Than a District.



## Ag Science Center

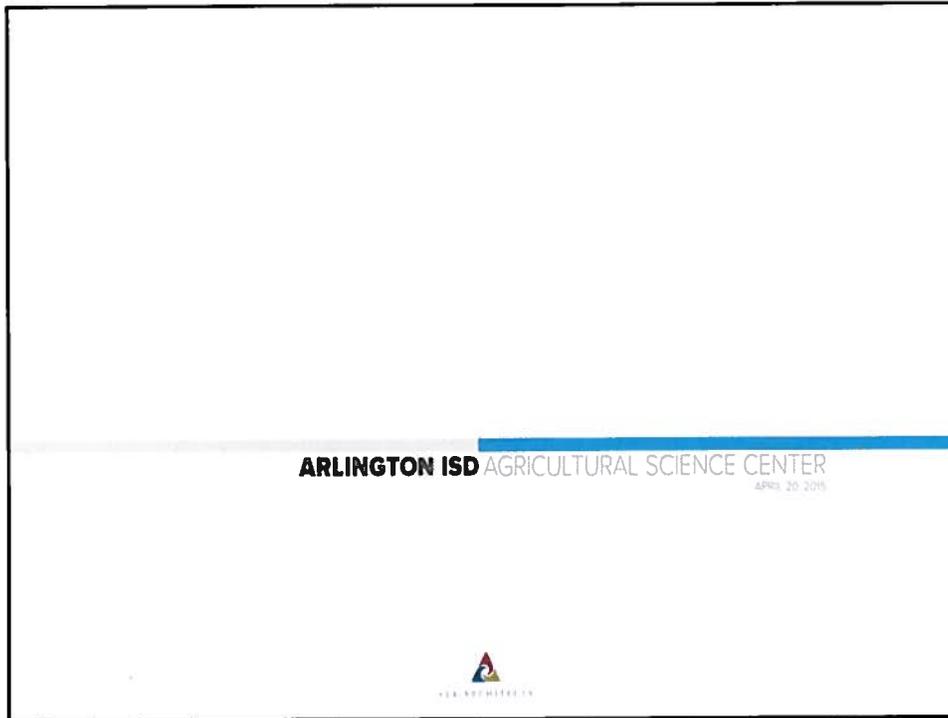
- Approximately 46,000 sq. ft.
- Two classrooms
- Metal fabrication lab
- Animal pens
- Exercise pens inside and outside
- Animals will all be housed inside
- Waste removal



Career & Technical Education



Arlington  
INDEPENDENT SCHOOLS. BETTER EDUCATION.  
More Than a School. More Than a District.







# Questions?



Career & Technical  
Education



Arlington  
COMMUNITY COLLEGE  
More Than a Postsecondary Education



# AGENDA BACKGROUND

**AGENDA ITEM:** Approval of Bills Payable and Purchase Orders over \$1,000.

**DATE:** July 27, 2015

---

**PRESENTER:** Matthew Fielder, City Manager

**BACKGROUND:**

This agenda item includes a listing of bills payable over \$1,000. Included are copies of invoices for professional services and purchase orders over \$1,000, their attached memo, and invoice copies, if available.

**FISCAL IMPACT:**

Please review report for individual account number.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of the listing of bills payable over \$1,000 and purchase orders as submitted.

**ATTACHMENTS:**

Expenditure Summary of approval list over \$1,000 and purchase orders for July 27, 2015:

Professional Services:

- Bill Lane, Attorney

Purchase Order:

- 1764 – On-Site Power Systems, Inc.

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval  
7/27/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	July 2015 Legal Services

<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1764 - On-Site Power Systems, Inc.	\$5,561.21	Generator Repairs

<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Time Warner Cable	\$2,256.63	Telephone Bill Thru 8/16/15
City of Arlington	\$1,131.00	July 2015 Radio Lease Payment
Verizon Wireless	\$1,213.82	July 2015 Cell Phone Bill
City of Fort Worth	\$21,920.83	June 2015 Wastewater Services
Texas Municipal League	\$23,238.75	August 2015 Employee Life Insurance
Commerce Bank	\$5,447.37	July 2015 Credit Card Expenses

**BILL LANE**

1110 Tennison Road  
Azle, Texas 76020  
Phone 817-276-4709

**DATE:** June 10, 2015

**Bill To:**

**VIA FACSIMILE 817-261-4538**

Matt Fielder  
City Manager  
Town of Pantego  
1614 S Bowen Road  
Pantego, Texas 76013

DESCRIPTION	AMOUNT
Court Services for July 2015	\$1,837.50
<b>TOTAL</b>	<b>\$ 1,837.50</b>

Make all checks payable to **BILL LANE**

If you have any questions concerning this invoice, contact **Alma Roden 817-276-4710**



**PANTEGO PUBLIC  
SAFETY**



**To:** City Manager Matt Fielder  
**From:** Assist. Chief Barry Reeves *BR*  
**Through:** Chief of Public Safety Tom Griffith *TG*  
**CC:**  
**Date:** July 17, 2015  
**Re:** Payment for rebuilt generator engine

---

At the end of May 2015, CAG Technical Services performed a quarterly inspection on the buildings power generator. It was discovered at that time that the generator was not working properly. It was determined that the cooling lines were clogged which ultimately caused the engine to overheat and lock up. Attached is an itemized list of parts that needed repaired/replaced. Essentially, the engine was rebuilt. Total cost for all labor and parts totaled, \$5,561.21



**ON-SITE POWER SYSTEMS, INC.**  
 8551 Boat Club Rd.  
 Ste #121-155  
 Fort Worth, TX 76179

# Invoice

Date	Invoice #
7/10/2015	11068

<b>Bill To</b>
Town of Pantego Attn: A/P Dept. 1614 South Bowen Road Pantego, Texas 76013

P.O. No.	Terms	Due Date	Project
	NET 15	7/25/2015	

Quantity	Description	Rate	Serviced	Amount
	FACILITY: POLICE STATION EQUIPMENT: CUMMINS DIESEL GENERATOR LOCATION: 2600 MILLER LN. PANTEGO, TEXAS 76013  [WORK PERFORMED DURING NORMAL BUSINESS HOURS] PARTIAL CUMMINS 4A2.3 ENGINE OVERHAUL AFTER OVERHEAT FAILURE.  *** LABOR & MATERIAL ***	5,478.71		5,478.71
	FREIGHT CHARGE(S)	82.50		82.50
	Sales Tax	8.25%		0.00

Please remit payment to the address above. For questions concerning your invoice call (817)750-0207.	<b>Total</b>	\$5,561.21
--	--------------	------------

Regulated by the Texas Department of Licensing and Regulation, Box 12157, Austin, TX 78711, (800) 803-9202, (512) 463-6599, website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints).

**REPAIR WORK ORDER****On-Site Power Systems, Inc.**

8551 Boat Club Rd. #121-155 Fort Worth, TX 76179

Phone (817)750-0207 Fax (817)750-0218

CUSTOMER NAME: PANTEGO POLICE DEPT.		DATE: 02 JUNE 2015	WORK ORDER NO.
ADDRESS: 2600 MILLER LN.		CITY / STATE / ZIP: PANTEGO, TX 76013	
PHONE: (817) 274-2511	CONTACT: THOMAS GRIFFITH		MAKE: CUMMINS
MODEL: 20DGAB	SERIAL: K930526213	SPEC/TYPE:	

QUANTITY	PART NUMBER	DESCRIPTION
1	C0191195900	STARTER
1	PT-HDC-31A	BATTERY
4	C0113027801	PISTON RING SET
1	C0110362900	HEAD GASKET
1	C0154216200	EXHAUST GASKET
1	C0154232500	EXHAUST GASKET
1	C0154275800	INTAKE GASKET
1	C0115046700	VALVE COVER GASKET
1	C0102098100	OIL PAN GASKET
1	C0509026400	SEAL
1	C0309045800	THERMOSTAT
1	C0309042700	THERMOSTAT
1	C0309058600	T-STAT GASKET
1	309-0437	HET SENSOR
1	27599	CONTROLL ROD
1	7016	RADIATOR CAP
1	517300	MUFFLER CAP
		OIL/COOLANT/FILTER/HOSE/FIRE CAULK/SHOP SUPPLIES
SERVICE CALL DESCRIPTION: SERVICE CALL TO TROUBLESHOOT COOLANT FOUND IN OIL DURING SCHEDULED GENERATOR QUARTERLY INSPECTION.		

CORRECTIVE ACTION: ARRIVED AT FACILITY TO PERFORM SCHEDULED QUARTERLY INSPECTION ON STANDBY GENERATOR. DURING VISUAL FOUND A COOLANT/OIL MIXTURE ON THE DIPSTICK. AT THIS TIME DETERMINED A CATASTROPHIC FAILURE HAD OCCURRED. SERVICE MANAGER GAVE INSTRUCTION TO DRAIN FLUIDS AND REMOVE ENGINE HEAD FROM UNIT. DELIVERED HEAD TO THIRD PARTY HEAD SHOP FOR RESURFACING AND VALVE JOB. RETURNED TO FACILITY AND INSTALLED HEAD. TORQUED HEAD AS PER SPECS AND PERFORMED CYLINDER PRESSURE TEST. PRESSURE TEST READINGS BELOW UNIT SPECS. INFORMED CUSTOMER UNIT REMOVAL WOULD BE NECESSARY. REMOVED UNIT AND DELIVERED TO OUR SHOP. REMOVED ENGINE FROM GENSET AND DISASSEMBLED. CLEARED OUT ENGINE COOLANT PORTS INSIDE BLOCK. INSPECTED AND CLEANED ALL BEARINGS, CONNECTING RODS, PISTONS AND PINS. INSTALLED NEW PISTON RINGS AND REASSEMBLED ENGINE. PERFORMED CYLINDER PRESSURE TEST AND VERIFIED ACCEPTABLE VALUES. REPLACED BROKEN

CONTROL ROD ON FUEL INJECTOR PUMP. REPLACED STARTER, BATTERY AND HET SENSOR. STARTED UNIT AND FLUSHED COOLING SYSTEM AND LUBE SYSTEM MULTIPLE TIMES. PERFORMED TWO HOUR RESISTIVE LOAD BANK TEST ON UNIT AFTER REPAIRS. UNIT PASSED TEST. RETURNED UNIT TO FACILITY AND INSTALLED. REINSTALLED ELECTRICAL FEEDERS, ANNUNCIATOR WIRING, EXHAUST SYSTEM AND RADIATOR DISCHARGE DUCTING. SIMULATED POWER OUTAGE AND TESTED UNIT. UNIT PERFORMED AS SHOULD. RETURNED TO FACILITY TO INSTALL FIRE CAULKING AND MUFFLER CLAMP ON EXHAUST. PERFORMED VISUAL INSPECTION TO VERIFY NO LEAKS. NO FURTHER ACTIONS NEEDED. UNIT SECURED AND IN AUTO POSITION.

SERVICE TECHNICIAN (PRINT)
ERIC
CUSTOMER NAME (PRINT)
THOMAS GRIFFITH

DATE
7/10/2015
CUSTOMER SIGNATURE

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

No. 1764

19

**INSTRUCTIONS TO VENDOR**

1. PURCHASE ORDER NUMBER. Vendor must show purchase order number on all packages, shipping papers, invoices and relative correspondence.
2. INVOICING. Send invoices in duplicate to:  
 TOWN OF PANTEGO  
 PURCHASING DEPARTMENT  
 CITY HALL  
 PANTEGO, TEXAS 76013
3. TAXES. Municipality Tax Exempt  
 Entity I.D. #75-1291097

TO *On-Site Power Systems*  
*8557 Boat Club Rd*  
*Fort Worth, TX 76179*

SHIP  
 TO

DATE		ACCT #	DEPT.			
<i>2/16/15</i>		<i>1005-140-350-00</i>	<i>PD</i>			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		<i>Parts &amp; Labor Rebo. 17 Generator Engine</i>			<i>5,478</i>	<i>21</i>
					TOTAL	<i>5,478</i> <i>21</i>

*[Handwritten Signature]*

APPROVED BY



# AGENDA BACKGROUND

**AGENDA ITEM:** Approval of the Town Council minutes and acceptance of Minutes of the various Boards and Commissions.

**Date:** July 27, 2015

---

**PRESENTER:**

Julie Arrington, City Secretary

**BACKGROUND:**

Minutes from Town Council and Pantego's various Boards and Commissions.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends the approval of the minutes as presented.

**ATTACHMENTS:**

Town Council minutes from June 13, 2015  
Town Council minutes from June 20, 2015

PEDC minutes from June 22, 2015  
Community Relations Board minutes from June 5, 2015

Director's Review: JA  
City Manager's Review: MDF

Town Council Minutes  
July 13, 2015

**STATE OF TEXAS                   §**

**COUNTY OF TARRANT           §**

**TOWN OF PANTEGO               §**

**The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 13<sup>th</sup> day of July 2015 with the following members present:**

**Melody Paradise  
Russ Brewster  
Fred Adair  
Don Funderlic  
Don Surratt**

**Mayor  
Mayor Pro-Tem  
Council Member  
Council Member  
Council Member**

**Members absent:**

**Jane Barrett**

**Council Member**

**Constituting a quorum. The following staff members were present:**

**Matt Fielder  
Jim Jeffrey  
Ariel Carmona  
Scott Williams  
Tom Griffith  
Barry Reeves  
Robert Coker**

**City Manager  
Town Attorney  
Finance Director  
Public Works Director  
Chief of Public Safety  
Assistant Police Chief  
Assistant Fire Chief**

**Also in attendance:**

**None.**

**WORK SESSION 6:30 P.M.**

Mayor Paradise called the work session to order at 6:31 p.m.

Mayor, Council, and Staff discussed the following consent agenda items:

**1. City Manager Report**

Mr. Fielder informed Council there is still a vacancy in the Police Department for a dispatcher and Public Works has two vacancies for a foreman and a maintenance worker. Candidates for both Public Work positions have been hired and will start on Monday, July 20<sup>th</sup>. In addition Chelsea Nelson has turned in her resignation. She will be taking a similar position with Arlington. This leaves a vacancy for the Support Specialist for Community Development.

Mr. Fielder stated the Park Row construction is ahead of schedule. The crossover at the intersection of Bowen and Park Row should be complete by July 10<sup>th</sup> and the paving work on the east end has started. There was an incident Wednesday, July 8<sup>th</sup>, a driver leaving Braum's drove through the barricades and into the trench. There were no injuries or damage to the street. There was discussion on the concrete test done at the time of the pour.

Mr. Fielder updated Council on PantegoFest 2015. They are having success in sponsorships with both new and returning sponsorships and vendors with 25 vendors signed up already. Staff is

Town Council Minutes  
July 13, 2015

continuing to work with Pantego Bay regarding the beer sales. PEDC continues to find ways to involve the businesses. They will have their bag again this year and are attempting to obtain collateral material for the bags. There was discussion on the advertising through the PantegoFest Facebook and Star Telegram and on the Town handling the beer sales.

Mr. Fielder reminded Council of their discussion regarding a planning session for Economic Development focusing on creating a vision and strategies for economic development between Council and PEDC. He stated the PEDC board members are available for Saturday, August 15, 2015 and would like to know Council's availability for this date. Council discussed the increased number of meetings regarding the budget and zoning ordinance and the time it takes to coordinate the session. Council agreed October would be a better time for the session and requested a tentative date of October 24, 2015.

## 2. Monthly Staff Reports

Council inquired on the peaks in revenue of the general fund. Mrs. Carmona explained the revenues for the first two quarters are generally higher since property taxes are due January 31<sup>st</sup>. Council requested clarification on a comment in the report regarding fire inspection revenue. Mrs. Carmona explained the implementation of the account receivable module changed the information for fire inspection revenues from a cash accounting system to an accrual accounting system giving the Town the ability to know which entity owes the Town fees. There was discussion on the ability to compare the ambulance revenue from Pantego residents and Arlington residents and to view which one creates a larger deficit. Council clarified the totals in the report reflect only the first three quarters of the year.

Council discussed the responsibilities of maintaining the cul-de-sacs and medians and discussed the lead and copper sampling requirements and procedures outlined by the Texas Commission on Environment Quality. Mayor Paradise would like to make it clear where the Storm Water ordinance came from and to continue educating the citizens on the requirements of the ordinance. Mr. Fielder stated the plan is to have every newsletter with something in it educating the citizens.

Council inquired if staff sprayed the whole town for mosquitoes. Mr. Fielder informed them staff did spray three nights and in conjunction with Arlington on two of the same nights. Council would like to put in the newsletter the Town is more proactive than other municipalities in spraying for mosquitoes.

## 3. Approval of Bills Payable and Purchase Orders in excess of \$1,000.

Mr. Fielder explained Flair Events sent an original invoice with quarter hours prior to the last discussion with Council. He will speak with her and ensure any possible miscommunications have been cleared. There was discussion on the need for the street sweeper and confirmation the cost was budgeted. Council confirmed the Alan Plummer invoice was accumulative for construction services and not duplicated. Council verified the console repair to the Fire Department vehicle fixed the issue. Council inquired on the issue to the generator that caused it to seize up. Chief Griffith informed Council the cooling ports were clogged.

## 4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from June 22, 2015

Council requested the follow changes to the June 22<sup>nd</sup> minutes:

- Change Pat Richards to Pat Richardson in the public comments
- Change Don Dukes to Don Duke in the employee benefits
- Verify and change properly the discussion on invoices from SYB to Alan Plummer
- Change the applicants to candidates in the Executive Session discussion

Acceptance of Minutes of Boards and Commissions:

Town Council Minutes  
July 13, 2015

- PEDC minutes from June 10, 2015
- CRB minutes from May 5, 2015

Mayor Pro-Tem adjourned the Work Session at 7:37 p.m.

**REGULAR SESSION 7:30 P. M.**  
**CALL TO ORDER/WELCOME**

Mayor Paradise called the regular session to order at 7:46 p.m. and welcomed the audience.

Mayor Pro Tem Russell Brewster led the invocation which was immediately followed by the Pledge of Allegiance.

**MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS**

Mayor Pro-Tem Brewster commented on his appreciation of the accommodations and recommendation letters regarding staff and appreciates staff and council working together.

Councilmember Adair commented on the City of Arlington Parade and thanked the Fire Department for taking the Quint and appreciates the staff members that help Council with the parade.

Councilmember Funderlic agreed with the other councilmember's comments and appreciated the hard work of staff and first responders at a house fire in Arlington on Venture Street. Chief Griffith informed Council the Town's firefighters rescued a person from the fire and they will be recognized in the near future. Council discussed placing this information in the newsletter for the citizens to know.

Councilmember Surratt announced he just returned from vacation and the Police Department was watching his home. He appreciates this service offered by them. He thanked the Fire Department for the opportunity to ride in the fire truck for the Arlington 4<sup>th</sup> of July Parade and enjoyed hearing all the positive comments from the residents and citizens at the parade regarding the Fire Department.

Mayor Paradise agreed it is always nice to meander through the parade, hearing positive comments, and it is the best marketing the community can have. She recognized Firefighter Michael Reynolds who went above and beyond in assisting the Arlington Mayor and his wife in fixing an issue with their presentation vehicle. They had no one there to assist them and it was nice that Pantego stepped up to the plate. She announced there is an app called Next Door that is a neighborhood app that gives news regarding your neighborhood and a great resource for animal control.

**COUNCIL LIAISON TO BOARD REPORT**

**Community Relations Board**

Councilmember Jane Barrett is out of town this evening. Mayor Paradise informed the Council she attended the last CRB meeting and they elected officers. Chuck White was elected as the Chairman. Mayor Paradise stated he will do a good job and the Board will be well organized. Mr. Fielder informed Council there is a sponsor for the September movie; Cowboy Towing. All movie nights are now sponsored. The last movie night was well attended and sponsored by Texas Fitt and Anything Goes with an estimated attendance of 60 people. The next movie is Big Hero 6 and the one after that is Guardians of the Galaxy.

**Pantego Youth Leadership Council**

Mayor Paradise informed Council PYLC is still out for the summer. PYLC was approved for 30 tickets to a Ranger game in August. Julie Arrington will check with Council to see if any want to attend.

**PEDC REPORT**

Councilmember Adair stated the last meeting was Wednesday. The Board elected new officers; Danny Lakey, President; Don Surratt, Vice President; Fred Adair, Secretary; and Dr. Gittiban, Treasurer. The

Town Council Minutes  
July 13, 2015

Board discussed the playground turf; a priority list of repairs for the park; the canvass shopping bags with business information inside for PantegoFest; and giving the bag out to residents and businesses when they open a water account. They also discussed the budget.

**CITIZENS OPEN FORUM**

None.

**APPROVAL OF CONSENT AGENDA ITEMS**

Mayor Pro-Tem Brewster made a motion to approve Consent Agenda items 1 thru 4 with the changes made to the June 22<sup>nd</sup> minutes in work session. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

**RESOLUTION**

- 5. Discuss, direct, and consider action on Resolution 15-22 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into an Interlocal Agreement with and between the City of Fort Worth, Texas, for rabies control and providing an effective date.**

Mr. Williams introduced this item and reminded Council this is the same agreement entered into each year; however, the cap was increased from \$6,000 to \$10,000. He is currently working with Arlington on an additional agreement for animal control. Mr. Fielder explained the idea for this is that some animals picked up could be from Arlington and the resident will not look to Fort Worth for their animal. Mayor Paradise explained Fort Worth used to hold the animals for five days instead of three and requested staff to negotiate this. Council would like staff to push the agreement with Arlington.

Councilmember Funderlic made a motion to adopt Resolution 15-22 authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth for rabies control and animal control. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared this motion passed unanimously.

- 6. Discuss, direct, and consider action on Resolution 15-23 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Child's Play for the installation of artificial grass at the three playground locations at Bicentennial Park; and providing for an effective date.**

Mr. Fielder stated PEDC identified the deterioration of the playground surfacing as a priority. After reviewing a number of different options, they decided on the synthetic grass product to be installed on top of the existing rubber matting. The existing cushioning is designed to cushion a horizontal fall but has an antiskid surface for no buffer with lateral falls, which is a typical injury. The artificial grass allows a buffer for lateral falls. The repair to the new surface is more cost effective and efficient with minimal maintenance. Council confirmed the surface will not create drainage issues and clarified the amount of maintenance or any additional equipment. Mr. Fielder informed them the sand will be

Town Council Minutes  
July 13, 2015

replaced yearly and a push broom will refresh the surface. Council inquired on the overlay and installation.

Councilmember Adair made a motion to approve Resolution 15-23 authorizing the City Manager to enter into an agreement with Child's Play for the installation of artificial turf at Bicentennial Park as presented. Councilmember Surratt Seconded the motion.

The Vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: none.

Mayor Paradise declared the motion passed unanimously.

- 7. Discuss, direct, and consider action on Resolution 15-24 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City Manager to enter into a contract with Franklin Digital Solutions to upgrade and provide technical support to the Town's Electronic Management System; and providing an effective date.**

Mayor Paradise pulled this item from the agenda due the absence of the City Secretary.

**NEW BUSINESS FOR DISCUSSION, REVIEW, APPROVAL, AND/OR DIRECT STAFF.**

- 9. Discuss, direct, and consider action on the re-appointment of boardmembers to the boards and commissions.**

Mayor Paradise reminded Council at the last meeting new board appointments were made.

Mayor Paradise requested to re-open Item number 4 of the Consent Agenda, which is the Town Council minutes from June 22, 2015, to make the additional change in the executive session portion of those minutes where it refers to appointing Jesse Howell to clarify the way it is written that he was appointed as an alternate to P & Z add a coma and a member of CRB. He has two appointments. As it is written states he was appointed as an alternate to both P & Z and CRB.

Councilmember Brewster made a motion on consent agenda item 4 to approve with the changes made during work session and the changes just made according to the Mayor's corrections. Councilmember Surratt seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

Mayor Paradise listed the members who expired but have agreed to return for another term; Danny Lakey and Arsalan Gittiban to PEDC; Stephen Smith, John Kushma, and John Richards to P & Z; Al Claros and Shirley Hart to the Zoning Board of Adjustments; and Annie Johnston, Cal Kost, and Chuck White to CRB. All appointments are for a two year term.

Councilmember Surratt made a motion to approve as stated the board member reappointments. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Town Council Minutes  
July 13, 2015

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

**10. Discuss, direct, and consider action on the appointment of council liaisons to the boards and commissions.**

Mayor Paradise introduced this item and stated Councilmember Barrett has agreed to remain on the Community Relations Board and Councilmember's Surratt and Adair agree to remain on the PEDC Board.

Mayor Pro-Tem Brewster made a motion to re-appoint the council liaisons with Don Surratt and Fred Adair to PEDC and Jane Barrett to CRB. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

**8. Discuss, direct, and consider action on the Introduction of the 2015-16 Fiscal Year Budget by the City Manager.**

Mr. Fielder introduced this item and presented Council with their budget workbooks. The formatting is the same as last year; with a five year plan created by each department head. He reviewed the overall totals of the balanced budget, discussed some changes, and expectations of budget work sessions. Council confirmed a balanced budget means the revenues and expenses off set each other without the use of the Fund Balance. Mr. Fielder explained this is true for the General Fund; however, the Water and Sewer Fund will need to use some of the Fund Balance money. Staff is proposing some capital projects out of the Fund Balance; as well. Mr. Fielder informed Council next Monday they will meet to discuss the General Fund and salaries. There was discussion on the sales tax projections.

COUNCIL INQUIRY

Councilmember Funderlic inquired on the Lane Well repairs and on the increased legal costs due to open records requests.

Mr. Fielder informed Council the Town has received an MSD application for a location in Arlington and it will be on a future agenda.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 8:55 p.m.

APPROVED:

\_\_\_\_\_  
Melody Paradise, Mayor

ATTEST:

\_\_\_\_\_  
Julie Arrington, City Secretary

Town Council Minutes  
July 20, 2015

**STATE OF TEXAS                   §**

**COUNTY OF TARRANT           §**

**TOWN OF PANTEGO               §**

**The Town Council of the Town of Pantego, Texas, met in work session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 20<sup>th</sup> day of July 2015 with the following members present:**

<p><b>Melody Paradise</b> <b>Russ Brewster</b> <b>Fred Adair</b> <b>Don Funderlic</b> <b>Don Surratt</b> <b>Jane Barrett</b></p>	<p><b>Mayor</b> <b>Mayor Pro-Tem</b> <b>Council Member</b> <b>Council Member</b> <b>Council Member</b> <b>Council Member</b></p>
--	--

**Members absent:**  
**None.**

**Constituting a quorum. The following staff members were present:**

<p><b>Matt Fielder</b> <b>Julie Arrington</b> <b>Ariel Carmona</b> <b>Chad Joyce</b> <b>Scott Williams</b> <b>Tom Griffith</b> <b>Barry Reeves</b> <b>Robert Coker</b> <b>Thressa Householder</b></p>	<p><b>City Manager</b> <b>City Secretary</b> <b>Finance Director</b> <b>Community Development Director</b> <b>Public Works Director</b> <b>Chief of Public Safety</b> <b>Assistant Police Chief</b> <b>Assistant Fire Chief</b> <b>Court Administrator</b></p>
---	--

**Also in attendance:**  
**None.**

**WORK SESSION 6:30 P.M.**

Mayor Paradise called the work session to order at 6:38 p.m.

**1. Discuss and Review the Budget for the Fiscal Year 2015-2016.**

Council discussed various aspects of the General Fund Budget, supplemental requests, personnel salaries and benefits. Council clarified the budget is balanced. Mr. Fielder presented the revenue accounts and expectations for the 2015-16 Fiscal Year. Council requested staff to review the Cartwright fund for qualified expenses. Mr. Fielder presented the funded supplemental requests. There was discussion on the maintenance cost of the police vehicles; the use of tough book computers in the patrol vehicles; the replacement of the hazmat suits for the fire department; the use of a contractor to mow the medians and right of ways and expensed out of the Street Improvement Fund; and the technicalities of the installation of the Tyler Technology Warrant Interface Application program.

Mr. Fielder presented his recommendations for salary increases in the Police Department and Fire Department with a 2% increase to all other employees. There was discussion on the number of employees who are or will top out in their salaries; the Texas Municipal Retirement System phase in

Town Council Minutes  
July 20, 2015

rate; and the COLA. Council requests more information on the COLA and to revisit some of these discussions at a later meeting.

Mr. Fielder presented the General Fund Budget beginning with the General Administration budget. Council inquired on the costs associated with Denitech and the outcome of the negotiations with Denitech and the City Manager earlier in the year. This item will be discussed further at the next Council meeting in executive session. There was discussion on the training and education of employees, Iwerk costs for IT programming and maintenance, and the cost of the Christmas Newsletter. Council requested a quote from Bass Printing for the printing of the Christmas Newsletter. There was discussion on the Texas Municipal League Conference in San Antonio. Council requested to discuss this in more detail at the next Council meeting. There was discussion on the salary increases in the Public Works budget and the cost of mosquito control and employee training in the Community Development budget. Council discussed the use of a part time firefighter for fire inspections and the request to purchase back up batteries for the Fire Department. Council clarified the reports included in the Courts monthly staff report show the payment to the collections agency and not the actual collected amount from the agency on past warrants. There was discussion on the procedure to obtain an Intermediate Peace Officers license, the cost of postage, and the cost of the third party contractors to attend seminars and training. Staff was requested to review the contracts of the third party contractors.

Mr. Fielder presented the Unfunded Supplemental Requests. Council discussed the comparison of purchasing replacement motorcycles versus continuation of the leases for the Police Department. Assistant Police Chief Reeves was requested to obtain written estimates for the purchase of the motorcycles for comparison and present them to Council at the August 3, 2015 budget work session. There was discussion on the storm drainage repairs and the remodel of the front office area. Staff explained the remodel of the front office area would provide a waiting area for guests, additional safety for staff by closing the office to visitors past the new waiting area, and secure the daily funds received for water and contractor payments. Staff explained court proceedings are held in the Council Chambers and each visitor comes to the front office first to ask the location of court. Mrs. Householder explained the visitors are not only typical speeding violators but some are aggravated felony violators.

ADJOURNMENT

Mayor Paradise adjourned the work session at 10:02 p.m.

APPROVED:

\_\_\_\_\_  
Melody Paradise, Mayor

ATTEST:

\_\_\_\_\_  
Julie Arrington, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 8<sup>th</sup> day of July 2015 with the following members present:

Danny Lakey	Vice President
Fred Adair	Secretary
Arsalan Gittiban	Treasurer
Stephanie Springer	Director
Robert Jordan	Director

**Members Absent:**

Don Surratt	Director
Gloria Van Zandt	Director

**Constituting a quorum. Staff present was:**

Matt Fielder	City Manager
Julie Arrington	City Secretary
Ariel Carmona	Finance Director
Chad Joyce	Community Development Director
Scott Williams	Public Works Director

**Also in attendance:**

Pam Mundo	Economic Development Coordinator
-----------	----------------------------------

**REGULAR SESSION 7:00 P.M.**  
**CALL TO ORDER AND GENERAL COMMENTS**

Vice President Danny Lakey called the meeting to order at 7:03 p.m.

**INVOCATION**

Julie Arrington, City Secretary, led the invocation which was followed by the Pledge of Allegiance.

**PRESIDENT'S COMMENTS**

Vice President Lakey welcomed the audience, announced Director Surratt is on vacation, and introduced the new director Robert Jordan.

**PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST**

The PEDC Board and staff presented Director Springer with a congratulatory card on her newest edition to the family.

**REGULAR BUSINESS**

**1. Executive Director Report**

Mr. Fielder announced the first annual Breakfast with the Mayor will be held on July 22<sup>nd</sup> at 7:30 a.m. at the Pantego Lion's Club. Mayor Paradise will give a presentation overview of the town, the business climate, and the department heads of each department will be there for a question and answer session. All Pantego Businesses and the Arlington Chamber of Commerce members will be invited.

Mr. Fielder informed the Board the Park was vandalized on June 17<sup>th</sup> with damage to statues and the awning over the exercise equipment. Staff is currently working with TML attempting to get the insurance to cover the damages and repairs.

Mr. Fielder stated there were several events in June; a ribbon cutting for Timeless Treasure, a Meet & Greet at JR's Restaurant, and the Movie Night in the Park was sponsored by Gloria Van Zandt. The next Community Relations Board movie night is this Saturday, July 11<sup>th</sup> at dusk and is sponsored by Texas Fitt and Anything Goes. The movie night for August is sponsored by Jane Barrett and for September is sponsored by Cowboy Towing.

Mr. Fielder informed the Board the Park Row Project is ahead of schedule. The waterline replacement segment is expected to be complete by the end of July. The contractor is working at night around the intersection of Bowen and Park Row to minimize the effect on traffic.

Mr. Fielder informed the Board the Texas Parks and Wildlife Grant was denied. The Board can re-apply in October.

## **2. Approval of PEDC Minutes**

- **June 10, 2015**

Vice President Lakey advised the line item number 5 and the content do not match. Ms. Arrington will look into this and report back to the board.

Vice President Lakey made a motion to table the minutes for the next meeting. Director Springer seconded the motion.

The vote was as follows:

Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.

Nays: None.

Abstentions: None.

Vice President Lakey declared the motion passed unanimously.

## **CITIZENS OPEN FORUM**

None.

## **DISCUSSION, REVIEW, AND CONSIDER ANY ACTION AND/OR DIRECT STAFF ON THE FOLLOWING ITEMS OF BUSINESS:**

### **3. Discuss, direct, and consider action on the appointment of Officers for the 2015-2016 PEDC Board.**

Vice President Lakey introduced this item.

Secretary Adair made a motion to nominate Danny Lakey as President of PEDC. Director Springer seconded the motion.

The vote was as follows:

Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.  
Nays: None.  
Abstentions: None.

President Lakey declared the motion passed unanimously.

Secretary Adair made a motion to appoint Don Surratt as Vice President of PEDC. Director Springer seconded the motion.

The vote was as follows:  
Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.  
Nays: None.  
Abstentions: None.

President Lakey declared the motion passed unanimously.

President Lakey made a motion to appoint Fred Adair as secretary. Treasurer Gittiban seconded the motion.

The vote was as follows:  
Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.  
Nays: None.  
Abstentions: None.

President Lakey declared the motion passed unanimously.

Director Jordan made a motion to appoint Arsalan Gittiban as Treasurer. Director Springer seconded the motion.

The vote was as follows:  
Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.  
Nays: None.  
Abstentions: None.

President Lakey declared the motion passed unanimously.

**4. Discuss, direct, and consider action on authorizing the Executive Director to enter into a contract with Child's Play for the artificial grass as the Park Playground flooring.**

President Lakey voiced Vice President Surratt's concerns with the warranty to the board. Mr. Fielder explained the company typically sells and installs playground equipment and there are several items in the Terms and Conditions that do not apply to the work the Town is having done. The invoice is bound to a term of net 30 due to the Prompt Pay act. He also explained the company assured him there is a one year warranty on workmanship and installation. There was discussion on a national standard or code requirement for falls and the wear ability of the product. Mr. Fielder explained this is the same product used for athletic fields and will allow a give for lateral falls or sliding.

Secretary Adair made a motion to authorize the Executive Director to enter into a contract with Child's Play to replace the turf at the park as discussed in the amount of \$46,024. Treasurer Gittiban seconded the motion.

The vote was as follows:  
Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.  
Nays: None.  
Abstentions: None.

President Lakey declared the motion passed unanimously.

**5. Discuss, direct, and consider action on a priority list of repairs to Bicentennial Park.**

Mr. Williams presented a spreadsheet with a list of repairs to be completed to Bicentennial Park. There was discussion on the estimated costs and the scope of work for the different recommended repairs; electrical installation and repairs; painting; awnings; statues; marquee; bike rack; swing set; restrooms; and the bridges. There was discussion on the bridge repairs and replacing the wood with a composite material at the time the bridges are painted. Staff was directed to obtain updated quotes from Moffett Painting for the rust removal and painting of the gazebo, the marquee, and the bike rack; have Sun Sport repair the canopies and remove the rust and paint on the columns; and to have an agenda item on the next agenda for the estimated repairs to the statues and the canopy from the recent vandalism incidents. There was discussion over installing security cameras at the park.

**6. Discuss, direct, and consider action on purchasing and utilizing the Shop Pantego Shopping Bags as a welcome gift for new businesses.**

Ms. Mundo reminded the board they approved the bags and coupons for PantegoFest. At the last PEDC meeting Director Van Zandt requested to provide these bags to new residents and businesses that open a water account with the town as a welcoming gift. There was discussion on the number of residential and business water accounts that are opened each month. Mr. Fielder discussed two other quotes he has received for the bags.

**7. Discussion on the PEDC Fiscal Budget for 2015-16.**

There was discussion on the statue maintenance; the difference in the total expenditures from last year; the transfer out to the General Fund for CRB & PantegoFest; arch lighting; and park projects. Mrs. Carmona explained CRB is requesting \$12,000 for their budget for the fiscal year. Typically each year the board gives money to the General Fund for PantegoFest. The board decided not to give money to the General Fund for PantegoFest this year and instead pay for the items individually; such as advertisement for PantegoFest on an advertisement line item. The Board decided to move \$75,000 from the unidentified projects line to the Bicentennial Park project line. There was discussion on the state required declaration of projects and the matching funds for the grant. The declarations will be performed in October.

**8. Discussion n a joint planning session with Council.**

Mr. Fielder informed the Board the Mayor would like a meeting between the Town Council and the PEDC to discuss items such as marketing and setting a vision for the town. The tentative date is set for Saturday, August 15<sup>th</sup>. The board members in attendance stated they are available on this day.

**President Lakey recessed the regular session for the executive session at 8:51 p.m.**

**President Lakey reconvened the regular session at 9:22 p.m.**

**SCHEDULED EXECUTIVE SESSION**

**The PEDC may convene in the City Manager's Office pursuant to the Texas Government Code for an executive session as follows:**

- **Pursuant to Government Code Section 551.087 to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. Cookie Machine.**

Following the Scheduled Executive Session, the PEDC will reconvene in public session and may take any and all action necessary concerning the Executive Session.

President Lakey declared no action was taken on the executive session.

President Lakey informed the Board the previous question on the Minutes has been answered and would like to reopen the agenda item #2 Approval of PEDC Minutes with the Boards Approval. The Board Approved.

**2. Approval of PEDC Minutes**

- June 10, 2015

Ms. Arrington informed the board the line item on the minutes was improper and has been changed. The Board reviewed the corrected minutes.

Director Springer made a motion to approve the June 10, 2015 PEDC minutes with the correction to line item number 5. Secretary Adair seconded the motion.

The vote was as follows:

Ayes: Adair, Jordan, Lakey, Springer, and Gittiban.

Nays: None.

Abstentions: None.

President Lakey declared the motion passed unanimously.

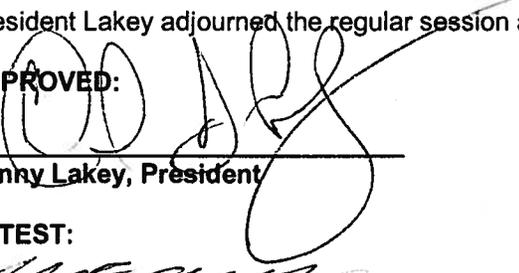
**PEDC MEMBER INQUIRY**

None.

**ADJOURNMENT**

President Lakey adjourned the regular session at 9:23 p.m.

APPROVED:

  
\_\_\_\_\_  
Danny Lakey, President

ATTEST:

  
\_\_\_\_\_  
Fred Adair, Secretary



**Community Relations Board Minutes  
June 5, 2015**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

**TOWN OF PANTEGO**

The Community Relations Board of the Town of Pantego, Texas, met in scheduled session at 7:00 p.m. in Council Chambers, 1614 South Bowen Road, Pantego, on the 5th day of June, 2015 with the following members present:

**Chuck White  
Tori Roemmich  
Leanna Cartier  
Michael Cartier  
Cal Kost**

**Vice Chair/ Interim Chair  
Treasurer / Interim Secretary  
Board Members**

The following staff members were present:

**Matt Fielder  
Scott Williams  
Jane Barrett  
Sheila Sherman**

**City Manager  
Public Works Director  
Council Liaison  
Staff Liaison**

**REGULAR SESSION 7:00**

Vice Chair Chuck White called the meeting to order at 7:05 p.m.

**PLEDGE OF ALLIGENCE**

**OLD BUSINESS**

Approval of minutes for May 5, 2015. Cal Kost made a motion to approve the minutes as written. Leanna Cartier 2nds motion. Board approved minutes as written.

**CITIZENS OPEN FORUM**

**NEW BUSINESS FOR DISCUSSION, REVIEW, AND APPROVAL**

**1. Memorial Day Event**

The Memorial Day event was rained out. The winners at the event were offered to read their essays at the Town Council Meeting the following Monday. The two High School students could not attend for they will be in summer camp. The two Jr. High students Aubrey and Devon will be attending.

**2. Movie Night**

These are the following movies scheduled this summer for movie night:

June 13<sup>th</sup>- Alexander and The Terrible, Horrible, No Good, Very Bad Day  
 July 11<sup>th</sup>- Maleficent  
 August 8<sup>th</sup>- Big Hero 6  
 September 12<sup>th</sup>- Guardians of the Galaxy

The company informed us that their will be a \$26 fee for each movie they have to send out. We can use our own copies if we have the movies and will no be charged the \$26. Tori Roemmich has offered to let us use her movie Maleficent for the July showing. Julie Arrington has Big Hero 6 and Guardians of the Galaxy. Faye Reeder from the newspaper may do a story on movie night. Lions Club will have popcorn, soft drinks and water for the events.

### 3. T-Shirts

Tori Roemmich is going to check and see the cost of T-shirts for the CRB.

### 4. Barn

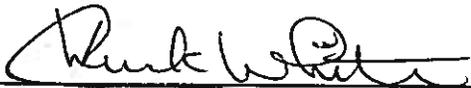
On June 28<sup>th</sup> at 2p.m. the CRB will be inventorying the barn.

### CRB MEMBER INQUIRY

Budget was not discussed as we lost our quorum. One of the members had to leave by a certain time.

### ADJOURNMENT

Chairperson Rogers adjourned the regular session at 7:43 p.m.

  
 \_\_\_\_\_  
 Chuck White / Vice Chair (Temporary Chair)

  
 \_\_\_\_\_  
 Tori Roemmich / Interim Secretary





# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Resolution 15-24 a resolution of the Town Council of the Town of Pantego, Texas, authorizing the City manager to enter into a contract with Franklin Digital to upgrade and provide technical support to the Town's Electronic Records Management System; and providing an effective date.

**Date:** July 27, 2015

**PRESENTER:**

Julie Arrington, City Secretary

**BACKGROUND:**

Council discussed the options for upgrading the electronic records management system at the last council meeting and requested staff to determine the number of users and answers to some technical questions. Staff has determined a need for one user for six departments; City Secretary, Finance, Community Development, Public Works, Fire, and Police. Iwerks has determined our operating system is compatible; however, there are a couple hours worth of technical issues to work on along with Franklin Digital during the upgrade. This additional cost can be covered under the budgeted Programming and Maintenance account.

**FISCAL IMPACT:**

\$10,000

**RECOMMENDATION:**

Staff recommends the approval of the Franklin Digital Contract as presented.

**ATTACHMENTS:**

Res. 15-24  
Franklin Digital Contract

Director's Review: *JCA*  
City Manager's Review: MDF

**RESOLUTION NO. 15-24**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FRNKLIN DIGITAL SOLUTIONS TO UPGRADE AND PROVIDE TECHNICAL SUPPORT TO THE TOWN'S ELECTRONIC RECORD MANAGEMENT SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Council sees the need to furnish an electronic records management system for the management of the Town's records; and

**WHEREAS,** Franklin Digital Solutions is an authorized provider for the Laserfische Avante Software and will provide maintenance and support for the software; and

**WHEREAS,** the Town Council has determined the upgrade of the current Laserfische system to the LaserFische Avante is in the best interest of the town for management of the electronic records.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS:**

**Section 1:** the Town Council authorizes the City Manager to enter into a contract with Franklin Digital Solutions for the upgrade, maintenance, and technical support for the Laserfische Avante Electronic Records Management System.

**Section 2:** the Town Council agrees and accepts the terms and conditions of the contract as presented by Franklin Digital Solutions in "Exhibit A" and not to exceed \$10,000 in total for services rendered during this agreement.

**Section 3:** this resolution is effective immediately upon passage.

**PASSED AND APPROVED this the 27<sup>th</sup> day of July 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of    ayes,    nays and    abstentions.**

\_\_\_\_\_  
**Melody Paradise, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Julie Arrington, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**



## FRANKLIN DIGITAL SOLUTIONS LASERFICHE SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Agreement entered into between Franklin Digital Solutions, Inc. (Provider) of 2435 20<sup>th</sup> Street, Lubbock, Texas 79411, and the Town of Pantego (Customer) of Pantego, Texas, is for the period of one year, beginning on the date of execution and ending one year thereafter, with said Agreement automatically renewing each year unless written notification is given by either party at least 60 days before the expiration of that year term.

Franklin Digital Solutions will provide maintenance and support services (Services) to the Town of Pantego as defined in this Agreement for the following Software described in the pricing portion herein.

**1. Laserfiche Software Assurance Plan.** Client will be invoiced by Franklin Digital Solutions for the annual Laserfiche Software Assurance Plan (LSAP) in accordance with current LSAP pricing provided by Laserfiche. LSAP will be billed concurrently with other service costs as set forth herein.

**2. Service Packages.** Client will be invoiced for one of three Service Packages as outlined below:

- Service Package A (1 days/8 hours): \$1,000.00
- Service Package B (3 days/24 hours): \$2,695.00
- Service Package C (5 days/40 hours): \$3,995.00

(Please indicate selection of desired Service Package.)

Should service in a one-year period exceed the number of hours included in the selected Service Package, services will be provided at the hourly rate of \$150.00.

(Note: Service Package A is not recommended for systems with more than 5 users.)

**3. Maintenance.** Franklin Digital Solutions shall use commercially reasonable best efforts to identify and resolve bugs, errors and other problems with the Laserfiche software, whether discovered by Franklin Digital Solutions or reported by customers or from any other credible source.

**4. Support.** Franklin Digital Solutions shall provide phone support to Customer from 9:00 a.m. to 4:30 p.m. CST on normal business days, excluding normal and customary holidays. Typical response time is less than one hour, but Franklin Digital Solutions shall respond to Customer within 3 normal business hours. Contact by email is preferred. Franklin Digital Solutions shall use commercial reasonable best efforts to

answer questions, identify and resolve problems with the Laserfiche software, and assist with operational procedures or work-arounds.

Upon request of Customer, Franklin Digital Solutions shall provide on-site support within a mutually agreed time frame. The charges for such visits are not included in the compensation referred to above and shall be an additional charge at the standard consulting rates and shall include all travel and incidental expenses. All charges must be agreed to in writing prior to commencement of any on-site support.

**5. Service Limitations.** Franklin Digital Solutions shall be under no obligation to provide services as a result of (a) the operation of the software outside normal configurations described in product documentation; (b) Customer's material failure to maintain the software according to industry standards and conventions or as required by product documentation; (c) customization of the software or integration with other software by anyone other than Franklin Digital Solutions.

**6. Limitation of Liability.** Franklin Digital Solution's sole liability under this Agreement shall be limited to direct, objectively measured damages. In no event shall either party have any liability to the other for indirect, consequential, special, incidental or speculative damages whether arising under contract, tort or statute, claims of infringement, loss of good will and loss of profits. Franklin Digital Solution's total liability for all claims under this Agreement shall be limited to the fees received by Franklin Digital Solutions for the Services provided during the annual period of performance.

**7. License.** The support and maintenance services provided under this Agreement are subject to the software license agreement for the Laserfiche software.

## TOWN OF PANTEGO SQL LASERFICHE SYSTEM PRICING

1st Year Basic System Cost:

### Software Costs

Product Code	Product Name	Quantity	Unit Price	Line Total
MSE30	Avante MS SQL Server (with Workflow)	1.00	\$5,000.00	\$5,000.00
MSE30B	Avante MS SQL Server Basic LSAP	1.00	\$1,000.00	\$1,000.00
MNF05	Named Full User w/Email and Snapshot	6.00	\$500.00	\$3,000.00
MNF05B	Named Full User w/Email and Snapshot Basic LSAP	6.00	\$100.00	\$600.00
<b>Total LF Software Cost</b>				<b>\$9,600.00</b>

### Service Costs

Product	Description	Line Total
I & C, Training	Installation and Commissioning of Software; Training and Follow-up	\$2,450.00
SP-A	Service Package A (1 day/8 hours)	\$1,000.00
<b>Total Install Cost</b>		<b>\$3,450.00</b>

Total Base System Cost w/ Installation: \$13,050.00

LESS Trade-in quote from Laserfiche (- \$1,620.00) = \$11,430.00

LESS 10% Franklin Legal Publishing Code Client Discount (- \$1,430.00) = **\$10,000.00**

### Basic System LSAP and Other Maintenance Per Year After 1st Year:

Product Code	Product Name	Quantity	Unit Price	Line Total
MSE30B	Laserfiche Avante Server for SQL Server with Workflow Basic LSAP	1.00	\$1,000.00	\$1,000.00
MNF05B	Named Full User Basic LSAP	6.00	\$100.00	\$600.00
SP-A	Service Package A (1 day/8 hours)			\$1,000.00
<b>Total LSAP and Other Maintenance Each Year</b>				<b>\$2,600.00</b>

#### Other Optional Costs:

Service Package(s), purchasable in blocks of days. Includes:

- Training via web or telephone (travel costs for onsite visits not included)
- Remote troubleshooting
- Remote implementation and/or configuration
- Remote software updates

Service Package C (5 days/40 hours): \$3,995.00

#### Optional Hardware Costs

Product	Description	QTY	Unit Price	Total
Fi 6130	Fujitsu fi 6130 Scanner	1	\$1,200.00	\$1,200.00
<b>Total Hardware Cost</b>				<b>\$1,200.00</b>

NOTE: The above prices were constructed under the assumption that each user will be operating a PC on a server that meets the minimum system requirements as follows:

#### Minimum Client PC Requirements:

- **CPU:** 1.8 GHz or faster processor
- **Memory:** 2 GB RAM
- **Operating system:** Windows XP (Service Pack 2), Windows Server 2003 (Service Pack 1), Windows Server 2003 Release 2, Windows Vista, Windows Server 2008, Windows 7

#### Minimum Server Requirements:

- **Database engine:** MSDE (Service Pack 3), Microsoft SQL Server 2000 (Service Pack 3), Microsoft SQL Server 2005 (Service Pack 2), Microsoft SQL Server 2008

**Authorized Signatures**

**Franklin Digital Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Town of Pantego**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# AGENDA BACKGROUND

**AGENDA ITEM:** Review and Consider Action on a Resolution of the Town Council Adopting a Procurement Policy of the Town of Pantego, Texas; and Providing for an Effective Date.

**DATE:** July 27, 2015

---

**PRESENTER:**

Ariel Carmona, Finance Director

**BACKGROUND:**

It has been a long standing policy of the Town of Pantego to conduct all procurement on the basis of economic and business merit. The Procurement Policy is intended to continue to promote the best interest of the citizens and to maintain a cost effective procurement system that conforms to good management practices, and the State of Texas purchasing statutes, rules and requirements. The Procurement Policy clearly defines authority, responsibility and establishes guidelines for the organization to follow when carrying out procurement activities.

The Finance Committee met a couple of times to review and discuss this policy. Recommendations made during these meetings were incorporated into what is now presented as the final attached version of the Procurement Policy.

**FISCAL IMPACT:**

This policy will have a direct fiscal impact on the daily departmental procurement responsibilities of acquiring goods and services on the Town's behalf.

Purchases of goods and services of \$500 to \$3,000 (instead of \$1,000) will continue to require a purchase order that may be approved by the City Manager. Purchases greater than \$3,000 (instead of \$1,000) will require Town Council approval.

**RECOMMENDATION:**

Staff recommends the Procurement Policy be approved as presented.

**ATTACHMENTS:**

Resolution  
Procurement Policy  
Current Purchasing Procedures

Director's Review: AC  
City Manager's Review: \_\_\_\_

**RESOLUTION NO. 15-25**

**A RESOLUTION OF THE TOWN COUNCIL ADOPTING A PROCUREMENT POLICY FOR THE TOWN OF PANTEGO, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council has determined that it will be in the best interest of the Town of Pantego to adopt a Procurement Policy and Procedure statement; and

**WHEREAS**, the purpose of this policy is ensure compliance with the State of Texas Local Government Code regulating the procurement of goods and services; and

**WHEREAS**, it is the policy of the Town of Pantego to be compliant with applicable laws regulating the contracting process and to utilize vendors and consultants when technical expertise, temporary requirements, and advice and recommendations are needed, and when services are required for public purposes; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS:**

**Section 1:** the Town Council hereby adopts the attached Procurement Policy as presented by the Finance Director.

**Section 2:** the Town Council agrees and accepts the terms and conditions of the Procurement Policy as presented by the Finance Director in "Exhibit A."

**Section 3:** this resolution shall be in full force and is effective immediately upon passage.

**PASSED AND APPROVED** this the 27<sup>th</sup> day of July 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.

\_\_\_\_\_  
**Melody Paradise, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Julie Arrington, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**



## PROCUREMENT POLICY

### TABLE OF CONTENTS PART I: GENERAL INFORMATION

<u>SECTION</u>	<u>HEADING</u>	<u>Page No.</u>
1.	STATEMENT OF GENERAL POLICY	1
2.	PURPOSE AND SCOPE	1
3.	CODE OF ETHICS	2
4.	CONFLICT OF INTEREST	3
5.	COMPLIANCE	4
6.	FORMAL CONTRACT PREPARATION PROCEDURES	6
	6.1 General Policy	
	6.2 Contracts of \$25,000 or less	
	6.3 Contracts greater than \$25,000	
7.	CONTRACT EVALUATION COMMITTEE	7
8.	THE REQUISITION / PURCHASE ORDER PROCESS	8
9.	PROCUREMENT METHODS	8
	9.1 Petty Cash	
	9.2 Procurement Card	
	9.3 Check Requests	
	9.4 Quotes	
	9.5 Competitive Sealed Bids/Proposals	
	9.6 Professional Consulting Services Contracts	
	9.7 Cooperative Purchases	
	9.8 Emergency Purchases	
	9.9 Sole Source Purchases	
	9.10 Insurance Procurement	
	9.11 High Technology Procurement	
	9.12 Construction Service and Facility Construction Contracts	
	9.13 Alternative Project Delivery Methods for Certain Projects	
	9.14 Annual Contracts	

Part I: General Information  
Table of Contents (continued)

10.	CAPITAL ITEMS	25
11.	BOND REQUIREMENTS	26
12.	INSURANCE REQUIREMENTS	26
13.	EXEMPTIONS FROM COMPETITIVE BIDDING	27
14.	CHANGE ORDERS TO EXISTING PURCHASE ORDERS AND CONTRACTS	27
15.	CUMULATIVE PURCHASES	28
16.	VIOLATIONS OF COMPETITIVE BIDDING STATUTES	28
17.	EXCESS/SURPLUS PROPERTY	29

**Part II: CONTRACT AND PROCUREMENT ADMINISTRATION**

18.	CONTRACT MANAGEMENT	30
	18.1 Obligation of Town and Contractor to Utilize Contract	
	18.2 Renewal of Contract/Price Agreements	
	18.3 Non-Performance	
	18.4 Vendor Termination/Debarment Period	
19.	BID PROPOSAL SPECIFICATIONS	32
	19.1 Characteristics of an Effective Specification	
	19.2 Bid Specification Development	
	19.3 Statement of Work (SOW)/Technical Specifications	
20.	DOCUMENT PROCESSING	33
	20.1 Purchase Requisitions/Purchase Orders	
	20.2 Sufficient Funds	
	20.3 Receiving of Full and Partial Shipments/Orders	
	20.4 Invoices	
	20.5 Payment	
	20.6 Exemptions	
21.	ACCOUNTS PAYABLE	35

Part II: Contract and Procurement Administration  
Table of Contents (continued)

GLOSSARY OF PROCUREMENT TERMS	36
EXHIBITS I-XII:	41
I.    Sales and Use Tax Exemption Certification	
II.   Town of Pantego W-9 Form	
III.  Sole Source Justification Document	
IV.   Insurance Requirements	
V.    Example of a Cooperative Agreement	
VI.   Historical Underutilized Business (HUB) Form	
VII.  Specification Checklist	
VIII. Procurement Policy Quick Reference	
IX.   Purchasing Decision Flowchart	
X.    Purchase Requisition/Purchase Order Process Flowchart	
XI.   General Services Contract (Example)	
XII.  Conflict of Interest Questionnaire	

THIS PAGE INTENTIONALLY LEFT BLANK

## **PROCUREMENT POLICY**

### **PART I: GENERAL INFORMATION**

#### **1. STATEMENT OF GENERAL POLICY**

It is the Town of Pantego's policy that all procurement shall be conducted strictly on the basis of economic and business merit. It is important to keep in mind that the Town operates in full view of the public. This policy is intended to promote the best interest of the citizens and to maintain a cost effective procurement system conforming to good management practices. The policies and procedures outlined herein are intended to comply with legally mandated federal and state statutes.

#### **2. PURPOSE AND SCOPE**

The primary objective of the Procurement Policy is to be open and fair in all aspects of the procurement process and to ensure compliance with the State of Texas local government statues regulating the procurement of goods and services. In doing so, the Town adopts the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the Town can do so. The purpose of this Policy is to:

- Give all suppliers full, fair, prompt and courteous consideration;
- Keep competition open and fair;
- Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
- Cooperate with suppliers and consider possible difficulties they may encounter; and
- Observe strict truthfulness and highest ethics in all transactions and correspondence.

It is the policy of the Town of Pantego to also be compliant with applicable laws regulating the contracting process and to utilize vendors and consultants when:

- Technical expertise is required which does not exist within the Town staff;
- A temporary requirement exists that cannot be met by existing Town staff;
- It is necessary to receive advice and recommendations independently of permanent Town staff; and
- Services are required for public purposes, which services the Town itself cannot provide as effective or efficiently.

This policy is strictly an internal administrative policy document. No part of this policy: (1) creates, or is intended to create, a private right of legal action for any vendor, consultant, or any other person or entity, or (2) makes, or is intended to make, any vendor, consultant, or any other person or entity a third-party beneficiary.

This document should be used as a general guide policy rather than a sole source reference document when making procurement decisions. It is the responsibility of Town officials and employees to ensure full compliance with State law. This policy applies to all Town officers and employees involved in the Town's procurement process and to all contracts and agreements entered into on behalf of the Town.

### **3. CODE OF ETHICS**

By participating in the procurement process, employees and elected and appointed officials of the Town of Pantego agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- Demonstrate loyalty to the Town of Pantego by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interest and the interest of the Town of Pantego.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favor, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstances which may be construed by reasonable persons as influencing the performance of governmental duties.
- Engage in no business with the Town of Pantego, directly or indirectly, which is inconsistent with the conscientious performance of governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud whenever is discovered.
- Uphold these principles, ever conscious that public office is a public trust.

## **4. CONFLICT OF INTEREST**

### **4.1 Contracts**

Specifically with reference to contracts, no employee or officer of the Town who exercises any functions or responsibilities in the review or approval of an undertaking or the carrying out of one of the Town's contracts shall participate in any decision related to that contract if the decision affects his or her personal financial interest, such officer or employee has a substantial interest as defined by state law, or participation by such officer or employee is otherwise prohibited by state law or Town policy.

If a former staff member or Town officer has worked less than one year for a business seeking to contract with the Town, the business entity must make it known and must describe the relationship between the former employee/officer and the firm. In no instance may this former employee/officer have hours billed on any project or program; to do so is reason for not awarding a contract.

### **4.2 Declaration of Conflict of Interest**

In the event of a conflict of interest as defined by state law, the affected officer or employee must file a signed affidavit declaring his or her conflict of interest. The affidavit must be filed with the City Secretary. Such official, officer or employee must abstain from discussion of or voting on a bid, proposal or contract submitted by a business entity in which he/she has a substantial interest. More specifically, in addition to the requirement to complete an affidavit, when an item is placed before a Board, Commission, Committee or Town Council for review, any and all members of those bodies who have a conflict of interest shall announce that he/she has such conflict and shall leave the room until the body has discussed and taken action on the item for which the member has a conflict.

Moreover, it is the policy of the Town that an employee who has a substantial interest in a business entity as defined by state law, shall follow the procedure outlined in this section. Officials, officers and employees shall abstain from participating in the procurement process, which includes but is not limited to discussions, lobbying, rating, scoring, recommending, providing information outside of the Public Information Act process, explaining or assisting in the design or approval of the procurement process on contract with the organization he or she represent or from which he or she receives a direct financial benefit; or on contract with organizations in which a family member will realize a direct benefit.

#### 4.3 **Violations and Remedies**

Violations of the provisions of this Article constitute misconduct, subjecting the violator to any and all penalties prescribed by law. Penalties, sanctions or other disciplinary actions to the extent permitted by state or local laws, rules or regulations, shall be imposed for violations of the code of conduct/conflict of interest standards, by the Town's officers, employees or agents or by persons, contractors or their agents, when the procurement involves state or federal programs and/or funds. Violations of federal law shall be referred to the proper authority having jurisdiction over it.

#### 4.4 **Substantial Interest**

A person has substantial interest in a business entity if: (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year. Additionally, a local public official is considered to have a substantial interest if a person related to the official in the first degree by blood or marriage, as defined by Chapter 573 of the Texas Government Code, has a substantial interest as defined herein.

### **5. COMPLIANCE**

- 5.1 It is the responsibility of the Department Heads to ensure adherence to all governing policies and procedures related to Town procurements and contracting, including but not limited to those established in this policy.
- 5.2 It is the responsibility of the Department Heads to ensure compliance with applicable requirements of State law, Code of Ethics, and any other related procurement requirement and contracting process applicable laws.
- 5.3 It is the responsibility of the Department Heads to develop specifications and ensure that sufficient funding has been appropriated for the procurement of goods and services prior to submission of bid specifications, proposals or requisitions.
- 5.4 It is the responsibility of the Department Heads to ensure that all contracts are properly executed prior to commencement of work or purchase. Vendors and consultants will not be authorized to begin work until the contract, bonding (if bonding is required), and appropriate insurance, including amendments, have been fully executed and delivered.

- 5.5 Each department should plan their work so “rush orders” and emergency requests are kept to a minimum. Coordination of daily operations must be planned and budgeted for by the user departments to reduce and/or eliminate work stoppages and rush ordering.
- 5.6 Departments upon the approval of the department head may purchase goods and/or services less than \$500 directly from a vendor by methods described herein. This procedure enables departments to make small purchases in a cost and time-effective manner using the informal solicitation method.
- 5.7 Each department shall submit requisitions and approvals at the appropriate quote thresholds and user authorities.
- 5.8 Departments are required to notify the Finance Department of any repetitive cumulative purchases that reach any designated quote or bid threshold.
- 5.9 The department is required to allow sufficient lead-time for all quoted and solicited actions. Planning purchases in advance in order to allow sufficient time to advertise, when necessary, obtain proposals, quotations, or bids, determine best source, and issue purchase orders with reasonable lead-time for delivery and thus prevent emergencies.
- 5.10 No orders shall be placed without an approved purchase order. Departments do not have the authority to order directly from a vendor without an approved purchase order, nor to negotiate any purchases/contracts without the consent of the City Manager and/or Town Council.
- 5.11 No employee shall purchase supplies, services, materials or equipment of any kind through the Town of Pantego for personal use.
- 5.12 Each Department Head shall assume the responsibility of maintaining control of their departmental budgeted expenditures, including expenditures on annual contracts and agreements.
- 5.13 Departments are encouraged to closely monitor vendor performance by inspecting or supervising the inspection of commodities, services and equipment delivered; and determining acceptability of their quality, quantity, and conformity with specifications.
- 5.14 It is the responsibility of the City Secretary to maintain the Town’s official record originals of all contracts and agreements, with accompanying exhibits and other official documentation with reference to the appropriate resolution or administrative action number. The initiating department shall maintain departmental copies of contract process and documentation necessary for

record keeping and record retention requirements. Refer to the Town's Records Retention Policy for more.

## 6. FORMAL CONTRACT PREPARATION PROCEDURES

6.1 **General Policy.** The Town's Attorney makes the ultimate determination whether a formal contract or a specific form contract document is or is not required in a particular instance, based upon the nature of the contract or procurement and the best legal interest of the Town.

The Town Attorney should be consulted if, at any point during the negotiation of a contract, there is a need for advice regarding the vendor's or consultant's disagreement with any of the material terms of the contract or disagreement regarding any of the material terms of the business deal upon which the contract is based.

In addition, and upon City Manager's request, each contract will be reviewed by the Town's Attorney to consider the specific liability and cost recovery issues that could arise in the event of contractor default during the bidding and performance phases.

6.2 **Contracts of \$25,000 or less.** Generally, since all of these contracts are procured by other than request for bids, and are procurements of relatively minimal risk to the Town, a formal contract is not usually required. Purchase orders generally satisfy the requirements for a formal contract under this section. However, preparation of a formal contract **will be required** for:

- Construction services and facility construction contracts.
- Procurements of custom manufactured goods to meet a Town's department's specialized needs.
- Interlocal agreements between the Town and other cities, counties, and State or Federal agencies.
- Procurements of architectural or engineering consultants that involve preparation of sealed plans and specifications as part of the required scope of work.
- Procurements in which the City Manager, Finance or an initiating department requests the preparation of a formal contract.

- 6.3 **Contracts greater than \$25,000.** Before the Town may enter into a contract that requires an expenditure of \$25,000 or more, the Town must:
- a. Comply with the procedure prescribed for competitive sealed bidding or competitive sealed proposals described in this document; **OR**
  - b. Use the reverse auction procedure, as defined by Section 2155.062(d) – State Purchasing and General Service, Government Code, for purchasing;

In this subchapter, “reverse auction procedure” means:

- (1) A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
  - (2) A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled Internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; **OR**
- c. Comply with the method described in Chapter 2269 – State Local Contracts and Fund Management, Government Code.

## 7. **CONTRACT EVALUATION COMMITTEE**

Based on the nature of the contract, and upon the recommendation/approval of Council, an evaluation committee may be formed. The evaluation committee will be comprised of at least one (1) designated representative of the initiating department, along with designated representatives of other affected departments, the Finance Director, the City Manager, two (2) Council members and the Town Attorney (as needed). The members of the evaluation committee shall have sufficient expertise in the particular operations of the departments affected by or benefiting from the use of the goods or services. Council and Town staff shall carefully screen individuals proposed to work on the evaluation committee to ensure that there will be no conflict of interest or other conflict with the Code of Ethics.

The evaluation committee shall have the following responsibilities:

- To ensure that the bids submitted materially comply with all specifications for the goods or services advertised. Bids evaluated under this method are not negotiable. If a bid materially deviates from the specifications, it is nonresponsive and cannot be considered in the evaluation process.

- To evaluate and score bids strictly on the basis of the best value criteria and scoring weights or methods shown in the request for bids.
- To rank bidders on the basis of the scoring results and make a recommendation as to which bid provides the best value to the Town.

Following recommendation by the committee, the usual Council agenda and other approval, contracting, and routing processes shall be followed as applicable.

## 8. THE REQUISITION / PURCHASE ORDER PROCESS

When the need arises for a single purchase of goods and/or services with an estimated value of \$500 or more, the user Department shall originate a purchase order. The purchase order must be prepared far enough in advance of the date that the goods and/or services are needed to allow all procurement procedures to properly be administered, including:

- Securing appropriate approval of the purchase;
- Advertising for bids/proposals, if required;
- Obtaining bids or price quotations;
- Evaluating bids/proposals;
- Preparing the contract; and
- Allowing delivery of goods or services in a timely manner.

Once the vendor selection has been completed and the purchase order has been approved, the initiating department will then order the goods and/or services for which the purchase order was requested.

**The Town is not liable for making payment to vendors for purchases that have not had prior approval of the City Manager and/or Town Council and have not been issued a purchase order number.** All purchases except those made through Petty Cash and Procurement Card (p-card), must be made through an approved purchase order or contract. Purchase orders shall not be issued “after-the-fact”.

**The City Manager is authorized to approve purchase requisitions/purchase orders with an estimated value of \$500 to \$3,000. Purchases over \$3,000 must be approved by the Town Council.**

## 9. PROCUREMENT METHODS

The Town has different methods for procuring goods and services each of which is determined by the total estimated cost of the purchase. However, regardless of the cost of the purchase, the objective is to secure the highest quality goods and services at the lowest possible price. No purchase may be split to circumvent the dollar amount

requirements. With the exception of Petty Cash and procurement card (P-card) purchases, the procurement process begins with the preparation and approval of a requisition/purchase order.

### 9.1 **Petty Cash – Cost up to \$100**

Petty cash should be used for minor, “last minute” or minor emergency business expenses where it is impractical to be billed, use a P-card or to have a check issued before hand. The use of petty cash funds is limited to reimbursements to Town officials, staff and volunteers for small expenses not to exceed \$100. Town employees are not to misuse petty cash funds by splitting a purchase into more than one transaction in order to not exceed the \$100 limit.

All petty cash reimbursements/requests must include:

- Original Receipt(s);
- A **completed** Petty Cash Disbursement Form – must include valid business reason for the item(s) purchased or to be purchased;
- Signature of the person who received payment; and
- Signature of the person who approved the reimbursement.

No disbursement will be authorized without a proper receipt and a completed Petty Cash Disbursement Form. Petty cash cannot be used to pay for:

- Travel and salary advances;
- Personal loans;
- Credit card reimbursements;
- Cashing of personal checks; and/or
- Any other type of service payment.

### 9.2 **Procurement Card (P-card) Purchases – less than \$500**

The intent of the procurement card is to provide a controlled, but less labor-intensive alternative to the existing procedures for purchasing and paying for items up to the pre-determined credit limits. The maximum amount of a single transaction shall not exceed \$500. The procurement card is to be used to make purchases for operations included in the Town’s approved budget. P-cards cannot be used for any type of service payment. Refer to the Procurement Card Policy and Procedures for more.

### 9.3 **Check requests – less than \$500**

Check request must be used for purchases in any amount where quotes, bids, contracts, or price agreements do not apply. Check requests should be used only for those payments that do not have an invoice. If the invoice is the backup documentation, no check request form is required. Examples:

- Association Memberships/Licenses;
- Professional subscriptions/Books/Publications;
- Personnel development & activity/ Educational Enhancement;

- Jury Service/Customer refunds/court bonds etc.;
- Election expenses/Elected official compensation/Legal filing fees;
- Postage/office supplies; and
- Any other qualifying expense under \$500.

#### 9.4 **Quotes – Request For Quotation (RFQ/Quotation)**

9.4.1. Purchases of non-contract goods or services totaling less than \$3,000 require no quotations.

Purchases totaling \$3,000 to \$4,999 require a minimum of two (2) informal quotes.

Purchases totaling \$5,000 to \$24,999 will require three (3) or more competitive written quotes. Two no quotes returned equal one quote. All quotations received must be in writing from the vendor and available for review.

9.4.2. Formal Quotes for purchase of more than \$25,000 but less than \$50,000:

- Purchases must be expressly approved in advance by Department Director/City Manager and Town Council.
- A minimum of three (3) business days and a maximum of 15 business days should be allowed for response from vendors.
- Quotes can be received by mail, person, fax or electronically by the due date set on the Request for Quotations (RFQ).
- Departments will prepare results tabulation for each item or group of items following the deadline to arrive at a recommendation. Quotes are awarded based on lowest responsible quote or best value.
- Recommendation will be submitted to Council for approval and award.

9.4.3. Local Government Code Chapter 252.0215, competitive bidding in relation to Historically Underutilized Business (HUB) vendors, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two (2) HUBs on a rotating basis. If the list fails to identify a disadvantaged business in the county in which the Town is situated, the Town is exempt from this section.

**HUB** – Certified businesses that are at least 51% owned, operated, and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women. To obtain a listing of all businesses certified by the State of Texas for Tarrant County visit: <http://www2.tbpc.state.tx.us/cmbl/cmblhum.html>.

## 9.5 **Competitive Bids/Proposals – Cost \$25,000 or more**

The Town Council must approve all budgeted, non-budgeted or unanticipated purchases with values in excess of \$25,000 prior to the purchase. Once a resolution has been passed or approval has been granted, the purchase must be made through the use of competitive bids/proposal or some other method as authorized by this policy. Invitations for bids and proposals shall include specific instructions to the vendors concerning bid submission requirements including the time, date and place for receipt of bids/proposals by the Town.

**Public Access to Procurement Information** – Procurement information shall be a public record to the extent provided by the Texas Open Records Act and shall be available to the public as provided therein. If a bid/proposal contains information that the bidder/proposer considers proprietary and does not want disclosed to the public or use for any purpose other than the evaluation of the offer, all such information must be clearly marked as proprietary and confidential by making such notation on each page or portion thereof containing propriety and confidential information. The Town reserves the right to duplicate, use or disclose the information as needed to prepare contract documents and working documents for the project and is not liable for accidental disclosure of such information.

**Confidentiality of Bidders/Proposals** – A vendor’s bid/proposal is confidential until opened. Therefore, no bid or proposal shall be opened before the date and time of the published opening of such bid/proposal. Opening bids/proposals prior to the publication date and time is a violation of state law and Town policy.

### 9.5.1. **Request For Bids (“RFB”)**

- a. Requisitions for item(s) whose aggregate total cost is more than \$25,000 must be processed as competitive solicitations (e.g. sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Under no circumstance shall multiple requisitions of \$25,000 or less be used in combination to avoid otherwise applicable bidding requirements or Town Council approval, which is required for all purchases greater than \$25,000.

- The user department shall initiate the bid process.
- The user department shall develop a generic set of specifications so as not to eliminate competition. User department will provide a list of any known vendor(s) they wish to receive a bid package.

- Initiating department will receive the bids and place them in a locked file until the date of the bid opening. At that time bids will be opened publicly in a designated location. Bids received after the due date and time will be rejected as non-responsive. Bid openings are open to the public.
  - Bid openings will be conducted by the initiating department or designee.
  - User department will prepare tabulation for each item or group of items following the bid opening and consult with the Town Manager in order to arrive at a mutual agreement for recommendation. Bids are awarded based on lowest responsible bidder or best value.
  - The Department shall prepare an agenda item request form with the staff recommendation for Council approval and award.
- b. **Time Requirements.** The time required for the processing of competitive sealed bids is generally 6-8 weeks. The process consists of the following requirements:
- Receipt of specifications;
  - Specifications are developed, drafted, and reviewed by the requesting department;
  - Bid is advertised in the printed media as required by statute. By law, the bid cannot be opened until at least the 15<sup>th</sup> day after the initial advertisement;
  - When applicable, Bid is posted on the Town's website. Download is available to any interested party;
  - A pre-bid conference is held, if applicable;
  - Addenda are issued, as needed;
  - Bid is opened, tabulated, and evaluated and recommendation of award is forwarded to Council for approval;
  - Staff report is prepared, presented to Council for approval;
  - Receipt of all required insurance and bonds; and
  - If awarded, a PO or contract and an award letter are issued.
- c. **Advertising Requirements.** Texas Local Government Code, Section 252.041 (a) states:

*Whenever the competitive sealed bidding requirement applies to the contract, notice of the time and place at which the bids will be publicly*

*opened and read aloud must be published at least once a week for two consecutive weeks in a newspaper published in the municipality.*

*The date of the first publication must be before the 14<sup>th</sup> day before the date set to publicly open and read them aloud. If no newspaper is published in the municipality, the notice must be posted at the City hall for 14 days before the date set to open the bids and read them aloud.*

d. **Award of Contract.** Texas Local Government Code, Section 252.043, states, in part:

(a) *If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

(b) *Before awarding the contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

e. **Lowest Responsive and Responsible Bidder**

- A **responsive** bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.
- A **responsible** bidder is defined to be one who demonstrates specific selection criteria responses that define whether the company can successfully deliver the supplies, equipment or services.

f. **Best Value Bidder.** Texas Local Government Code, Section 252.043, states, in part that in determining the best value for the municipality, the municipality may consider:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact of the ability of the municipality to comply with laws and rules relating to contracting with HUB and non-profit organizations employing persons with disabilities;

- The total long-term cost to the municipality to acquire the bidder's goods or services; and
  - Any relevant criteria specifically listed in the request for bids or proposals.
- g. **Bid Protest.** Any actual bidder or contractor who is aggrieved in connection with a bid invitation or award of a contract may protest to the initiating department. The protest must be submitted in writing within five (5) business days after public posting of the Recommended Award. Only written protests shall be considered. The protest letter must be signed and include the following information:
- Name, address and telephone number of the protester;
  - The bid/proposal or contract number;
  - A detailed statement of the legal and factual grounds for protest, information demonstrating its timeliness, copies of relevant documents, and reasons the protest should be sustained; and
  - A specific request for a ruling by the Town Council.

Failure to provide this information may result in a determination that the protest is without merit. The decision of the Town is final.

If the bid or proposal has not been opened and there is a protest regarding overly restrictive specifications, omissions, ambiguous or indefinite evaluation factors, or other concerns, protesters are to contact the initiating department to explain any concerns, no later than five (5) business days before the bid or proposal is scheduled to be opened. If the protest is determined to have merit, the initiating department will make reasonable effort to issue an addendum, extend the bid opening date, or resolve any issue prior to the bid opening or receipt of bids/proposals.

- h. **Identical Bids.** Texas Local Government Code, Section 271.901 states in part:
- (a) *If a municipality or district is required to accept bids on a contract and received two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body of the municipality or district shall enter into a contract with only one of those bidders and must reject all other bids.*
  - (b) *If only one of the bidders submitting identical bids is a resident of the municipality or district, the municipality or district must select that bidder. If two or more of the bidders submitting identical bids are residents of the municipality or district, the municipality or district must select one of those bidders by the casting of lots. In*

*all other cases, the municipality or district must select from the identical bids by the casting of lots.*

(c) *The casting of lots must be in a manner prescribed by the Mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the municipality or district. All qualified bidders or their legal representatives may be present at the casting of lots.*

- i. **Disqualification of a Bidder.** If a bidder has provided unsatisfactory service or products to the Town in the past, those experiences are to be thoroughly documented in order to support any later disqualifications. A vendor who fails to provide satisfactory products, goods or services or who has breached, terminated or been terminated from a contract with the Town in the past will be removed from the Approved Vendors List for future bidding opportunities and may be disqualified from bidding on future projects.

#### 9.5.2. Request For Proposals (“RFP”)

A Request for Proposal (RFP) enables the initiating department, when a group of vendors has already been identified, to fully communicate the project scope to potential proposers and review a detailed fee proposal received in response to the RFP.

- a. Texas Local Government Code Chapter 252.021 Subparagraph (c) states, in part:

*A municipality may use the competitive sealed proposal procedures only for high technology procurements or, in a municipality with a population in excess of 25,000, for the purchase of insurance.*

- b. Texas Local Government Code Chapter 252.042 states:  
*Request for Proposals (RFPs) made under Section 252.021 must solicit quotations and must specify the relative importance of price and other evaluation factors.*

*Discussions in accordance with the terms of a request for proposal and with regulations adopted by the governing body of the municipality may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award or the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.*

- c. Texas Local Government Code Chapter 252.49(b) states:  
*If provided in a RFP, proposals shall be opened in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals secret during negotiations. All proposals open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.*
- d. Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable Town policies implementing this chapter.
- e. **Time Requirements.** The time required for the processing of a RFP is generally 8-10 weeks, depending on the complexity of the specifications. The process consists of the following requirements:
- Receipts of specifications;
  - Specifications are developed, drafted, and reviewed by the requesting department and Finance;
  - RFP is advertised in printed media as required by statute. By law, the RFP cannot be opened until at least the 15<sup>th</sup> day after the initial advertisement;
  - Post proposal on the Town's website, where potential bidders are notified of the opportunity. Download is available to any interested party;
  - A pre-proposal conference is held, if applicable;
  - Addenda are issued, as needed;
  - Proposal is opened and evaluated;
  - Presentations by bidders, if applicable;
  - Negotiate, if required;
  - Contract development, if applicable
  - Staff report is prepared and presented to Council for approval;
  - Receipt of all required insurance and bonds, and;
  - If awarded, a PO or contract and an award letter are issued.

## 9.6 Professional Consulting Services Contracts – Request For Qualification (RFQ)

Professional services for the purposes of Texas Local Government Code Chapter 2254 are defined as those “services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.”

Personal or professional services are exempted from the competitive bidding process and are procured through the use of Request for Qualification (RFQ) documents. The presentation of information, technical and the qualifications of personal and/or professional services included in the RFQ is the sole responsibility of the requesting department. The RFQ shall be advertised and may also be sent out to qualified vendors whom Town staff recommends.

A Request for Qualifications (RFQ) enables the initiating department to seek firms who can indicate to the Town the ability to perform the required work and give the Town an opportunity to review credentials and obtain cost for the services in question.

Texas Government Code, Chapter 2254, Section 2254.003, Professional Services states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of:

- Demonstrated competence and qualifications to perform the services;
- For a fair and reasonable price;
- Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- May not exceed any maximum provided by law.

Compensation will be negotiated before the contract is signed and after the consultant has been selected on the basis of his/her demonstrated competence and qualifications to perform the services for a fair and reasonable price.

## 9.7 **Cooperative Purchases**

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements.

Cooperative purchasing can occur through interlocal agreements, state contracts, piggybacking and joint purchases. Compliance with applicable State law governing cooperative purchasing agreements allows procurement of goods and services without competitive bidding by the Town. All cooperative purchasing agreements, whether entered into by the Town with another government entity or local cooperative organization, or vice versa, must be approved by the Town Council.

**Interlocal Agreement Purchases.** Texas Local Government Code Chapter 791, Interlocal Cooperation Act, allows local governments to contract with and between one another, to provide governmental functions and services, as well as join together in contracting with other entities to provide goods and services.

**State Contract Purchases.** Texas Local Government Code Chapter 271, Subchapter D, 271.081-271.083, State Cooperation in Local Purchasing Programs, allows local governments to purchase items on the State's purchasing contracts and allows the State to solicit bids on the local government's behalf when considered feasible by the State.

The Texas Department of Information Resources (DIR) has a web based bulletin board system service to download price sheets on various products. DIR offers business systems planning, analysis, design, application development, assistance with telecommunications and videoconferencing network planning, management and implementation. DIR has working agreements with training providers that offer the best pricing available to government organizations, regardless of size. Refer to [www.dir.state.tx.us](http://www.dir.state.tx.us) for more.

**Piggybacking.** Piggybacking occurs when one governmental agency purchases for itself and for others as a convenience to the other. Both governmental agencies should protect themselves by establishing an agreement in writing, even when the arrangement is informal. The agreement should specify the duties and responsibilities of each party.

**Joint Purchases.** Joint purchasing occurs when two or more governmental agencies join together to purchase one or more items. This may involve each entity handling part of the administrative duties or agreeing to have one entity handle the transactions under the guidance of other entities. All parties to a purchase must agree to the product specifications so that the result will be a satisfactory purchase for all involved entities.

## 9.8 **Emergency Purchases (Exempt from Competitive Bidding)**

The Legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a), including but not limited to:

- A procurement made because of a public calamity that requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property.

Valid emergencies are those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of the Town operations.

Care should be taken to avoid emergencies created by negligence. Most vendors will charge a premium if labor, supplies or materials are required immediately. Better prices can usually be obtained if the material is purchased on sealed, written bids. Most vendors will go through the manufacturers for a price that is lower than the vendor's wholesale price.

Typical examples of emergencies created through negligence are: depletion of stock due to neglect, emergency orders for materials for projects which could have been planned weeks or months ahead, etc.

### 9.8.1. **Emergency Purchase Procedures:**

During normal office hours if an emergency arises:

- The requesting department should immediately enter/fill a purchase requisition. If the normal department approver is unavailable, the Finance Department can expedite the issuance of the purchase order.
- The department should place the order immediately upon issuance of the purchase order.

If an emergency arises **after** normal office hours:

The departmental manager shall justify the emergency to the appropriate departmental director who shall notify the City Manager. Notification of the after hour's emergency will be made to the City Manager at the beginning of the next business day. If the expenditure exceeds \$25,000 the City Manager shall be contacted immediately. The City Manager must certify that:

- The expenditure qualifies under one of the items listed under Local Government Code 252.022 – Emergency Purchases;
- The need for the expenditure was unforeseen;

- The continued expeditious operations of the Town required that the expenditure be made before the time necessary to obtain Council approval in advance or to obtain competitive bids; and
- Determine fund availability.

### 9.9 **Sole Source Purchases (Exempt from Competitive Bidding)**

Sole source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Texas Local Government Code. When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the City Manager in advance for review and approval.

The legislature exempted certain items from sealed bidding in the Local Government Code Section 252.022(a). In part, procurement items available from only one source, including:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- Films, manuscripts, or books;
- Gas, water and other utility services;
- Captive replacement parts or components for equipment;
- Books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

9.9.1. **Sole Source Documentation.** The department shall be able to provide and/or retain for documentation purposes:

- A completed copy of the sole-source document. (Exhibit III)
- A sole source letter from the vendor, on that company's letterhead, stating why the item being purchased is sole-source. This letter shall include item description, patent, copyright, and/or other pertinent information that will assist in making the decision as to whether or not the item is acceptable as sole source. The letter will remain valid for one year from the date of approval.
- Sole source procurements should be verified annually. Circumstances change and what is sole source today might not be the next time a procurement is made.

## 9.10 Insurance Procurement

In accordance with Local Government Code, Chapter 252, the method of accomplishing an insurance procurement is through a competitive sealed bid or proposal (RFB or RFP). State law mandates that “cost” must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. The vendor selection and contract negotiation process must be coordinated with the assistance of the Finance Director, City Manager and Town’s Attorney.

If an evaluation committee is formed to evaluate proposals, the committee shall:

- Conduct discussions with proposers on a fair and equitable basis, evaluate proposals and determine what proposals deserve inclusion on a short list, evaluate and negotiate best and final offers and contract terms (subject to advice from and review by the Town Attorney), and make recommendation as to who is the most advantageous offer to the Town.
- Upon completion of the evaluation, the committee shall forward the recommendation to the Town Council for final approval.

## 9.11 High Technology Procurement

In accordance with Local Government Code, Chapter 252, the method of accomplishing high technology procurement is by competitive sealed proposal/bid (RFP or RFB).

If the initiating department elects to procure by using the request for bids process, the Town may use cooperative purchasing opportunities available through the Texas Building and Procurement Services Commission (TBPC), including the Catalog Information Service Vendor (CISV) process, or by procuring off of an existing contract between a vendor and the Texas Department of Information Resources (DIR). Prior to preparing a solicitation for high technology items, Finance, the City Manager, the Town’s Attorney and the Town’s information technology consultant must be consulted for advice on which method would be best in the particular instance and, if necessary, to assist in specification development.

If the initiating department chooses to follow the request for proposal method, the initiating department shall provide instructions to proposers. The State law mandates that “cost” must be listed in the evaluation criteria and that all criteria must be ranked in order of relative importance to the initiating department. If an evaluation committee is formed to evaluate proposals, the committee should follow procedures as prescribed in Section 6, Contract Evaluation Committee, of this policy.

- 9.11.1. **Catalog Information Service Vendor (CISV).** The CISV process involves an interactive negotiation with vendors for products and services listed in their online catalogs. The only requirements for a vendor to become a CISV

are active status on the Centralized Master Bidders List (CMBL) maintained by the Texas Building and Procurement Services Commission (TBPC) and an Online Product Catalog. Vendors can obtain more information on how to become a CISV from TBPC.

While there is no specific process dictated by law, the goal of any CISV procurement should be to obtain the best value for the Town through a process that is fair to all vendors. TBPC has published “Best Practices Guidelines” which can currently be found on the TBPC website, or as a link on the CISV webpage, at <http://www.tbpc.state.tx.us/stpurch/22bestpc.html>. This document should be used as a guide when conducting a CISV procurement.

- 9.11.2. **Texas Department of Information Resources (DIR).** The procedures for procuring a high technology item through a DIR contract are the same as for other Cooperative Purchasing procurements as described above. A decision to procure a high technology item from a DIR contract should be based upon a thorough investigation of pricing, terms and conditions available in the market and a determination that the DIR contract offers the best value to the Town.

## 9.12 **Construction Services and Facility Construction Contracts**

The initiating departments under this section must utilize the request for bids or proposal process, unless the project is eligible to be advertised as a Request for Competitive Sealed Proposal (“RFCSP”) project.

- 9.12.1. **Construction Services and Facility Construction Contracts Exceeding \$25,000 - Request for Bids (“RFB”).** The initiating department must comply with the procedures described in this document, except as modified by the following rules:
- Complete contract plans and specifications should be approved by the initiating department, the City Manager and the Finance Director. The bid documents must describe all procedures required for the bidding process.
  - The initiating department shall complete a risk assessment in the course of preparing plans and specifications to explain the scope of the project work involved and to determine the appropriate levels of liability and whether risks exist that require special insurance coverage beyond those required in the general conditions of the contract.
  - The initiating department coordinates a pre-bid conference with vendors and interested user department (when applicable).

- The initiating department will make bid documents, including plans and specifications, available for vendor review.
- If only one bid is received from a responsible bidder and that one bid meets all material specifications, then the bid may be recommended to Council for approval. The Town Attorney, upon City Manager's request, may review the only bid to ensure reasonable effort was made to generate competition and make a recommendation regarding the only bid prior to placement on the Council agenda. *This procedure also applies to bids with Furniture, Fixtures, and Equipment packages in which an only bid is received for that portion of the contract.*
- Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the Town's record retention policy. It shall be the responsibility of each department to accumulate and make available, at the closeout of any contract, a central database of information regarding the past performance of construction services and facility construction contractors.

9.12.2 **Request for Competitive Sealed Proposal ("RFCSP").** The RFCSP process is based upon construction documents that are 100% complete and sealed by a registered engineer or architect independent of the contractor. If the Town architectural/engineering staff will not prepare construction documents for the facility project, the initiating department must first commence the consultant selection process as described in this document. The RFCSP shall, at a minimum, contain the following:

- Sealed, 100% complete plans and specifications, or a reference to the Town address or website where copies of 100% complete sealed plans and specifications can be picked up or downloaded.
- Information disclosing the full scope of work for the facility project.
- The selection criteria for the facility project, with award being based upon the proposer who offers the best value to the Town for the facility project work.
- The expected completion schedule.
- Applicable bonding requirements.
- Applicable insurance requirements.
- Copies of the Town's applicable standard form of construction contracts and bonds (when applicable).

- Other relevant information that proposers may need in order to respond to the RFCSP.

The initiating department has forty-five (45) days after the date of opening responses to a request for proposals to complete the evaluation and ranking of each proposal pursuant to the applicable selection criteria. The highest ranked proposal is considered to be one providing the best value to the Town.

The initiating department is responsible for negotiating a contract with the best value proposer. The Town Attorney shall be consulted regarding any legal issues that arise during negotiations. If negotiations with the best value proposer end without a contract, further negotiations with other proposers should follow in order of ranking. This provision shall not be construed to affect the Town's reserve right to reject any and all proposals.

- 9.12.3 **Final Evaluation of Performance.** Upon completion of any contract, final evaluation of the performance of the contractor will be prepared by the initiating department. The evaluation should be filed and maintained by the initiating department in accordance with the Town's Record Retention Policy. It shall be the responsibility of each department to accumulate and make available, at the close out of any contract, a central database of information regarding the past performance of construction services and facility construction contractors. If a contract was authorized but never executed, the initiating department should post this information in lieu of evaluation, with a copy of the information sent to the City Secretary for the official records.

### 9.13 **Alternative Project Delivery Methods for Certain Projects**

In general, a facility construction contract may be procured through the alternative delivery method process. The process can be used to enter into one of the following types of contracts:

- Design/build (Local Government Code, Section 271.119)
- Construction Manager at Risk (Local Government Code, Section 271.118)
- Construction Manager-Agent (Local Government Code, Section 271.117)
- Request for Competitive Sealed Proposal (Local Government Code, Section 271.116)
- Job Order Contracts (Local Government Code, Section 271.120)

Refer to Section 271, Title 8, Subtitle C of the Texas Local Government Code for more information regarding the criteria for determining the appropriateness of a particular alternative project delivery method and procurement process.

- 9.13.1. **Recommendations Responsibility.** The director of the initiating department will be responsible for recommending to the City Manager, based upon the criteria established by the state statute, whether the alternative delivery method process will provide the best value to the Town in place of a request for bids process and which contracting method is appropriate under the circumstances.
- 9.13.2. **Initiation of Process.** If the City Manager concurs in the determination of best value, the initiating department director will initiate the appropriate advertising upon receipt of the proper plans, specifications, and other necessary information. The Town Attorney shall be consulted regarding any legal issues that may arise in the course of making the determination of best value.
- 9.13.3. **Contract Management and Final Evaluation.** The initiating department shall follow the applicable guidelines regarding contract management during the administration of an alternative project delivery method. Final evaluation of alternative project delivery method contract performance should be conducted in the same manner as described in this policy.

#### 9.14 **Annual Contracts**

For goods and/or services that are used repetitively throughout the Town such as office supplies, paper goods, mailing services, or stationary, the Town may enter into an annual contract with a supplier. The purpose of entering into an annual contract is to eliminate the need to obtain competitive pricing each time repetitively used items are requested. The Town will obtain competitive sealed bids/proposals requiring that bid prices remain in effect for a specific period. The Town will enter into agreement, upon approval of the Town Council, with the approved bidder by signing a contract stating the terms and conditions. Once the contract period nears the end of the term, the requesting department must re-advertise the bid request for the following year giving fair opportunity for vendors to respond.

### 10. **CAPITAL ITEMS**

Capital items are those items costing \$5,000 or more and having a useful life of more than one (1) year. Items costing less than \$5,000 should not be charged to a capital account. Capital items with a purchase price of \$5,000 or more are considered fixed assets capital expenditures and should be charged to the appropriate fixed asset accounts.

**Deficiency in Budgeted Amount for Capital Purchase.** The adoption of the annual operating budget by the Town Council is an expression of intent on its part to accomplish the projects and purchase capital equipment itemized in the budget document. This expression of intent is based on the estimated costs of projects and

capital equipment. If the actual cost for a capital equipment item exceeds the amount appropriated in the annual operating budget by more than ten percent (10%), including shipping and handling, specific written authorization must be obtained from the City Manager and Town Council prior to issuance of a purchase order.

**Purchase of Capital Equipment Not Itemized in Budget.** Requisitions/purchase orders for the purchase of capital equipment items not appropriated in the current budget and costing \$5,000 or more must be accompanied by written approval of the City Manager or designee and purchase must be approved by the Town Council.

## 11. BOND REQUIREMENTS

11.1. **Bid Bonds/Proposal Guarantees.** A bid bond/proposal guarantee, issued by the bidder's/proposer's surety, is a legal document used to bind the vendor to honor the bid/proposal. In the event the vendor fails to honor the bid/proposal, the bid bond/proposal guarantee may be forfeited and the issuing surety shall pay the Town the amount for the bond/guarantee to defray the Town's cost. Bid bonds/proposals guarantees shall, as a general rule, be five percent (5%) of the bid/proposal amount. In certain procurements a dollar amount may be specified in place of a percentage. The issuing surety must be from a company authorized to conduct business in the State of Texas.

11.2. **Payment Bonds.** A payment bond, generally, in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful payment by the vendor of all invoices for materials, labor, subcontractors, taxes, and any or all other expenses related to the contract. In the event the vendor's failure to pay, the bonding company becomes liable. In accordance with Texas Local Government Code Chapter 2253, payment bonds are required for all public works contracts in excess of \$25,000.

11.3. **Performance Bonds.** A performance bond in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful performance of the work of the contract by the vendor. In the event of contractor's failure to perform the work, the surety is liable for the satisfactory completion of the work or may pay the Town up to the full bond amount. A performance bond is required for all public works (construction contracts) in excess of \$100,000. Performance bond must be submitted by the successful vendor along with the duly executed contract document prior to receiving a "Notice to Proceed" for the work.

## 12. INSURANCE REQUIREMENTS

When contact work is to be performed on Town property, the contractor must provide proof of required insurance coverage (Exhibit IV). The insurance coverage and amounts are determined by the potential risk or loss to the Town. These coverage and amounts are determined at the time the bid/proposal packages are being prepared and are included as requirements in the package. The successful bidder or

proposer is required to submit an appropriate Certificate Of Insurance (COI) reflecting that all required coverage are in effect and current, along with the executed contract documents and required bonds or proposal guarantee.

### 13. EXEMPTIONS FROM COMPETITIVE BIDDING

Per Section 252.022, Local Government Code, there are general exemptions to the competitive bidding requirements, including:

- A procurement made because of public calamity that requires immediate appropriation of funds to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- A procurement necessary because of unforeseen damage to public machinery, equipment or other property;
- A procurement for personal, professional services or planning services;
- A procurement for work that is performed and paid by the day as the work progresses;
- A purchase of land or a right-a-way; and
- A procurement of items that are available from only one source.

### 14. CHANGE ORDERS TO EXISTING PURCHASE ORDERS AND CONTRACTS

Change orders are contract changes made after the execution of the contract in effect necessary changes to plans and specifications or to increase/decrease the scope or quantity of the work to be performed or the materials, equipment, or supplies to be furnished.

The initiating department shall begin the process. Appropriate documentation is required and the department will ensure that the documentation is placed with the appropriate bid files. With the exception of a legally defined emergency purchase, no contract work or changes may begin prior to the issuance of a Notice to Proceed.

Per State law, the original amount of a contract may not be increased with a change order by more than twenty-five percent (25%). The original amount of a contract may be decreased with a change order by more than twenty-five percent (25%) without the written consent of the contractor. **(The 25% rule does not apply unless the original contract amount exceeds \$50,000).**

**Purchase orders over \$3,000 with an increase of 5% or more, will require Council approval.** Any change to the scope of work or contract terms and conditions of a professional, personal, or planning service contract or other contract not required to be competitively bid that does not change the contract amount must still be documented and approved by the City Manager, Town Attorney and/or Town Council.

## 15. CUMULATIVE PURCHASES

The legislature defined certain cumulative purchases as “separate”, “component” and “sequential” as follows in the Texas Local Government Code, Section 252.001:

- Component purchases means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- Separate purchases means purchases made separately, of items that in normal purchasing practices would be purchased in one purchase.
- Sequential purchasing means purchases, made over a period, of items that in normal purchasing practice would be purchased in one purchase.

Generally, **accepted purchasing practice interprets these definitions to mean that separating large purchases into multiple small purchases to avoid the competitive bidding process is not legal under the State statutes.** Departments shall bring to the attention any material, supplies or products that are not on annual contract and for which the anticipated usage will near or exceed \$25,000.

## 16. VIOLATIONS

16.1. **Violations of the Competitive Bidding Statutes.** Texas Local Government Code, Section 252.062 states:

- (a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- (b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
- (c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

16.2. **Penalties for Violation.** Texas Local Government Code, Section 252.063 (a) and (b) states:

The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) result in immediate removal from office or employment of that person. For four years after the date of the final conviction, the removed officer or employee is ineligible:

- To be a candidate for or to be appointed or elected to a public office in this state;
- To be employed by the municipality with which the person served when the offense occurred; and
- To receive any compensation through a contract with that municipality.

**17. EXCESS/SURPLUS PROPERTY**

Furniture, fixtures, equipment, or supplies, which are no longer needed by a department, become excess or surplus property. Surplus property that is irreparably broken or no longer usable for originally intended purposes shall be classified as obsolete and disposed of according to the Fixed Assets Disposition policy and procedures. Methods of disposing of Town property include:

- On-line auctions
- Public auctions
- Advertisements for sealed bids
- Transfers to other governmental agencies
- Soliciting bids from sources, known to use or purchase for sale, like items
- Recycling
- Trade-in on new equipment when in the best interest of the Town

## PROCUREMENT POLICY

### PART II: CONTRACT AND PROCUREMENT ADMINISTRATION

#### 18. CONTRACT MANAGEMENT

Contract and price agreements are established to comply with the statutes where multiple departments use the same or similar products or service and/or the cumulative total of expenditures exceed \$25,000.

Departments are solely liable for exercising control and tracking expenditures to avoid violating the competitive bid process on expenditures exceeding \$25,000 and determine whether an annual contract will be required.

##### 18.1 Obligation of Town and Contractor to Utilize Contract

- The contractor has an obligation to furnish all materials and/or services against the contract and the Town has the obligation to order materials and/or services covered by the contract on an as needed basis from the successful contractor.
- Items that are on existing contract with a vendor should not be procured from any other vendor. This may constitute a breach of contract and may result in violations of the competitive bidding statutes.
- The contract takes precedence over all other pricing. For example, if vendor A hold the contract for office supplies, the Town cannot procure said office supplies from vendor B, even though the price may be lower at the time of purchase. The Town is under obligation to purchase from vendor A.

18.2 Renewal of Contract/Price Agreements. It is the responsibility of the initiating department to determine whether an option to renew should be included in any procurement process, and how many renewal options should be included. The renewal option should be structured in a manner that only the Town can exercise that option, and that does not commit the Town to an obligation for an indefinite or inordinate length of time. **Automatic renewals are prohibited.** Any legal issues that arise in connection with the inclusion or exercise of renewal options should be discussed with the Town's Attorney.

- Whenever possible, annual contracts will have an option for extension for at least one (1) year. This option must be exercised prior to the completion of the annual contract and mutually ratified by both parties.
- The department(s) utilizing the item(s) on an annual contract will define the requirements and make any recommendations for extension of the contract. Departments are encouraged to fill-out vendor performance evaluation forms to assist in contract management.

- Recommendations will be based on service, delivery, quality of materials and customer service. Departmental recommendations to renew or cancel annual contracts should occur no less than 60 days prior to expiration of the existing contract.
- The 60-day notice is required to allow sufficient time to notify the contractor of cancellation and to re-bid the contractor or to advise the Council of the intent to renew. All renewals are at the discretion and approval of Council.

18.3 **Non-Performance.** Non-performance is failure on the part of a vendor or consultant to fully carry out a contract in accordance with contract provisions. Examples include, but are not limited to:

- Delivery of damaged, inferior or non-bid products.
- Failure to comply with warranties.
- Failure to meet required work or delivery schedules.
- Continuous back orders that exceed specification timeliness.

If a vendor fails to cooperate with the lead department in reaching mutually satisfactory solutions to non-performance issues, the City Manager, and upon request, the Town Attorney will review the situation to determine:

- Whether further efforts or alternative approaches are desirable; or
- Whether termination is appropriate under the circumstances.

If the City Manager and/or the Town Attorney determines the vendor has violated or has failed to comply with the performance requirements of the contract, after affording the contractor reasonable time to correct the situation, and where negotiations have been of no avail, the City Manager and/or the Attorney may propose to terminate the contract. If a performance bond exists, the Attorney will make demand on the performance bond surety to secure alternative performance.

The Town Attorney should be consulted in the event of any legal questions arising out of issues or determinations regarding non-performance or default on contracts and agreements.

Each department has the primary responsibility for monitoring the performance of vendors providing goods or services. Reasonable professional judgment regarding the impact on Town operations must be exercised when repeated deficiencies occur over extended contract periods.

18.4 **Vendor Termination/Debarment Period.** If a vendor is terminated for default, debarment will simultaneously occur. The effect of debarment is the vendor's removal from the vendor list and Town staff's automatic recommendation to the Town Council or City Manager, if the debarred vendor is the low bidder on a future bid, to reject the bid on the grounds of non-responsiveness. Debarment

does not automatically prevent a vendor from submitting a bid under State law, but it will result in a recommendation of bid rejection for non-responsibility on future bids for a stated period of time determined by the Town Council and/or City Manager.

## 19. BID PROPOSAL SPECIFICATIONS

A specification provides an accurate description of a particular commodity or service to be procured. The Town specifications, when set forth, shall define the requirement and convey the same meaning to all parties concerned, i.e., the user, purchaser and vendor.

### 19.1 Characteristics of an Effective Specification

- SIMPLE. Avoid unnecessary detail, but complete enough to ensure that requirements will satisfy the intended purpose.
- CLEAR. Use terminology that is understandable to the Town and bidders. Use correct spelling and appropriate sentence structure to eliminate confusion. Avoid legal-type language and jargon whenever possible.
- ACCURATE. Use units of measure that are compatible with industry standards. All quantities and packing requirements should be clearly identified.
- COMPETITIVE. Identify at least two commercially available brands, makes or models (whenever possible) that will satisfy the intended purpose. Avoid extras that could reduce or eliminate competition and increase costs.
- FLEXIBLE. Avoid inflexible specifications that may prevent the acceptance of a bid that could offer greater performance at a lower cost. Use approximate values such as dimensions, weight, speed, etc. if they will satisfy the intended purpose. If approximate dimensions are used, it should be within a 10% rule-of-thumb, unless otherwise stated.

### 19.2 Bid Specification Development

- The requesting department will prepare the initial specifications; define its requirements by function, stating how the material or equipment is to be used, and required quantities. The specifications should clearly state the minimum acceptable levels for equipment and supply items.
- In certain cases, cut sheets, technical handbooks, and industry practices/standards are required to effectively describe goods or services. This should be done in such a manner as to not restrict competition or be proprietary to a specific manufacturer or supplier.
- The time required for developing the specifications will vary depending upon the complexity of the item(s).

### 19.3 Statement of Work (SOW)/Technical Specifications

- The requesting department is responsible for completing a Statement of Work/Technical Specification that functionally defines the needs and requirements of the purchase.
- The department is responsible for ensuring that the Statement of Work (SOW) is quantified and structured in such a manner as to:
  - Secure the best economic advantage for the Town;
  - Be clearly stated;
  - Be contractually sound;
  - Be unbiased and non-prejudiced toward vendors;
  - Encourage innovative or alternate solutions to the requirement described; and
  - Allow free and open competition to the maximum extent reasonable possible.

## **20. DOCUMENT PROCESSING**

### 20.1 Purchase Requisitions/Purchase Orders

- The purchase requisition is used to inform and document the needs of a department and to identify the goods or services requested for competitive quotes, bids or proposals that will be considered as one-time purchases.
- Purchase requisitions (Purchase Orders) are used to procure all capital assets (fixed assets).
- Departments shall not manipulate the procurement process to knowingly circumvent a competitive bid process. Texas statutes have defined separate, component and sequential purchases as items that would normally be purchased at one time, and therefore shall not be split during requisition entry to avoid quotes or solicitations.
- Requisitions should be prepared far enough in advance so as not to create an emergency situation. This allows the department adequate time to secure or obtain competitive quotes and reasonable delivery by the vendor.
- All requisitions will remain open until appropriate solicitations and required Council approval is accomplished.

## 20.2 Sufficient Funds

- It is the department's responsibility to verify sufficient funds are available and/or budgeted.
- Budgeted accounts are the sole responsibility of the requesting department.
- The Purchase Order (PO) is the vendor's authorization to ship materials or provide services as specified. The PO is also a contract and is designed to control and expedite the Town's procurement process. **No orders are to be placed with vendors prior to the approval and issuance of a PO.**
- The Finance department may cancel a PO upon written request from the requesting department.

## 20.3 Receiving of Full and Partial Shipments/Orders

- Receiving records shall be precise and accurate. No payment will be process until this information is available to verify and process payment.
- The person receiving the goods should make every effort to inspect the goods prior to signing the delivery ticket. If visible damage to a container being delivered is detected, it should be noted on the delivery ticket. Although damage to the contents of the package may not be seen, making this notation on the delivery ticket could make filing a claim easier, if in fact the contents are damaged.
- If the order is incomplete or does not match the packing slip, contact the vendor immediately.

## 20.4 Invoices

- An invoice is an itemized statement of merchandise delivered by the vendor. Invoices are based on the purchase order and the actual delivery tickets or packing slips.
- Payment of an invoice can occur only if the purchase order quantity and amount match the quantity and amount of the delivery tickets or packing slips - both of those must match the invoice(s) quantity and amount.
- The receiving department shall bring any receiving discrepancies or non-payments to the attention of Accounts Payable.

## 20.5 Payment

The Town of Pantego complies with the Prompt Payment Act of the Local Government Code. The Prompt Payment Act ensures that companies transacting business with government agencies are paid in a timely manner. With certain exception, the act requires that a government agency make payment within 30 days of submission of a properly prepared invoice by a vendor.

## 20.6 Exemptions

The following payments and services do not require the issuance of a purchase order for payment authorization:

- Tax payments;
- Insurance premium payments;
- Retirement system payments;
- Debt service payments including Capital Leases;
- Utility services including water, phone, electricity payments;
- Maintenance agreements;
- Annual contracts;
- Payments made for employee payroll deductions;
- Reimbursements/payments due to other agencies;
- Contract services;
- Customer deposit refunds; and
- Purchases under \$500

## 21. **ACCOUNTS PAYABLE**

Accounts Payable main responsibilities include:

- Process monthly recurring payments.
- Pay invoices in a timely manner in order to avoid late fees and penalties. The normal vendor will be on 30 day payment terms. All invoices are paid within the lesser of thirty (30) days, the discounted due date or the due date on the invoice.
- Review, match and enter invoices for payment processing.
- Run reports for check generation and funding approval.
- Process and reconcile cash bonds and bond payments to other cities and agencies.
- Process mileage reimbursement, travel advances/reimbursement and petty cash reimbursements.
- Review, process and mail IRS1099 forms.
- Review vendor master file.
- Verify a current W-9 is on file for every vendor paid by the Town.
- Reconcile accounts payable and retainage payable (when applicable).
- Reconcile petty cash.
- Reconcile and process monthly payment of procurement card bank statement activity.
- Reconcile all vendor statements, invoices and receiving reports on a regular basis.
- Liquidate encumbrances and review open purchase order report on a regular basis.
- Research outstanding checks over 90 days old.
- Void and reissue checks as needed.
- Process annual accounts payable and payroll unclaimed property to the state.
- Document imaging.

## GLOSSARY OF PROCUREMENT TERMS

**Agreement** – A properly executed and legally binding contract usually written between two or more parties, (i.e., contract or PO).

**Assignment** – The legal transfer of a right or property.

**Award** – The act of accepting a bid or proposal, thereby forming a contract between the Town and a bidder/proposer.

**Bid** – An offer to contract with the Town submitted in response to a bid invitation issued by the initiating department.

**Bid Security** – A bond, cashier's check, certified check or irrevocable letter of credit obtained from bidders to ensure the integrity of bids received and recovery of Town incurred costs in the event a vendor awarded a contract fails to execute the contract or provide required performance or payment of bonds, if any.

**Bid Splitting** – Dividing the scope, quantity, or means and methods of performance of a contract for the sole purpose of avoiding applicable competitive bidding requirements, procedures required under this policy, or proper contract award. **Bid splitting is prohibited by State law.** Examples of the prohibited practice include, but are not limited to: purchasing items separately that would, in normal purchasing practice, be purchased all together; purchasing items over multiple periods of time that would, in normal purchasing practice, all be purchased at the same time; making multiple purchases of component parts of an item that would, in normal purchasing practice, be purchased in one purchase.

**Capital Items** – Those items with a unit value in excess of \$5,000 and having a useful life of more than one year.

**Change Order** – Modification to an agreement, (i.e., contract or PO).

**Competitive Bidding** – The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications.

**Competitive Specifications** – Specifications stated in a manner that two or more bidders can meet the specifications.

**Component Purchases** – Purchase of the component parts of an item that under standard purchasing practices would be procured in a single purchase.

**Construction Cost** – the total cost to the Town for the performance of construction services or facility construction, excluding fees or other costs to the Town for engineering, architectural and other consulting services, cost of land, rights-of-way, legal and administrative expenses; but including the direct cost to the Town of all items required for the completed work and the total value at the project site of all labor, materials and equipment purchased or furnished for the project.

**Construction Services** – The following activities, excluding facility construction: (A) construction of capital improvements to Town-owned real property or right-of-way, including but not limited to streets, traffic signals, signal systems or control devices, storm drainage facilities, sidewalks, alleys, water or wastewater mains or appurtenances, process plants, or other similar facilities; (B) renovation, modification, alteration, or repair of existing capital improvements upon or within Town-owned real property or right-of-way; or (C) other construction, renovation, alteration, modification, or repair activities that are treated or defined under state law as public works.

**Consultant** – An individual or firm that provides professional, personal, or planning services of an advisory, technical or professional nature in aid of the Town's planning or public works function under a professional, personal, or planning services contract. (Example: architects, engineers, urban land use planners, accountants and financial services advisors).

**Contract** – A written, legally enforceable agreement, including a purchase order, between the Town and one or more parties to provide a product or service.

**Contract Administration** – Contract administration is the responsibility of the requesting department. Contract administration generally includes, but is not limited to monitoring of: correct pricing receipt, annual usage and expenditures, vendor performance and renewal options.

**Contract Amendment** – An agreement to modify, alter or delete a provision, condition or compensation of an existing contract (done in the form of a supplemental agreement). The term is generally used in the context of contracts other than competitively bid contracts.

**Cooperative Purchasing** – A program for qualified entities to use the purchasing resources of other governmental entities, such as BuyBoard, endorsed by the Texas Municipal League (TML) – its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

**Emergency Purchase** – A purchase of goods and services, as defined by State of Texas statute, such that an agency will suffer financial or operational damage unless they are secured immediately.

**Facility Construction** – the construction, rehabilitation, alteration, or repair of a building or any portion of a building, the design and construction of which is governed by accepted building codes, except for construction that is specifically excluded from the definition of "facility" contained in Texas Local Government Code, Section 271.112.

**Formal Bid** – A written bid submitted in a sealed envelope in accordance with a prescribed format for purchases over \$25,000.

**HUB – Historically Underutilized Business** – A certified business that is at least 51% owned, operated and controlled by the qualifying groups which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans, American Women and/or Service Disabled Veterans who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

**High Technology Items** – Equipment, goods or services of highly technical in nature, including but not limited to: information processing equipment, software and firmware used in conjunction with information processing equipment, telecommunications equipment, radio and microwave systems, electronic distributed control systems (including facility energy management systems) as well as technical services related to such equipment and goods.

**Informal Bid** – An unsealed, competitive bid submitted by letter, telephone, fax, email or other means, used for purchases less than \$25,000.

**Initiating/User Department** – The Town department that initiates, is responsible for initiating or is designated to initiate one of the procurement, contracting, or routing processes established in this policy for the purpose of obtaining or finalizing a contract for that department or other department.

**Lead Department** – The user department responsible for contract monitoring, planning, administrating and coordinating contractual activities for a contract.

**Letter of Award** – Letter of notification announcing award of the contract to bidder.

**Notice to Proceed** – A written notice to the successful vendor to begin work on a specified date.

**Offer** – A proposal by one party to another, which is intended of itself to create legal relations on acceptance by the party to whom it is made.

**Personal Services** – Services rendered that consist of intellectual or manual labor done personally by a particular individual.

**Planning Services** – Services primarily intended to guide Town government policy to ensure the orderly and coordinated development of the Town's land areas.

**Pre-bid/Proposal Conference** – A conference held by Town personnel with potential vendors to discuss the requirements contained in the bid or proposal documents. Conferences are held at the option of the Town and are usually set at a time shortly after second advertisement.

**Procurement Card** (“P-car”/“Purchasing card”/“credit card”) – The procurement card is a commercial credit card used for small purchases of goods and services necessary for official Town business. The P-card may be issued to an individual, permanent employee and Town official for purchases by the designated employee only.

**Professional Services** – Services rendered by a member of a recognized discipline with widely accepted standards of required study or specified attainments in special knowledge, as distinguished from mere skill.

**Proposal** – A document of a consultant or vendor responding to a Town request for proposal or request for competitive sealed proposals, which addresses the scope of work to be performed and, when appropriate, the cost to the Town for performing same. While proposals are offers to contract, they differ from a bid in that the Town may negotiate with a consultant or vendor regarding the terms of a proposal or the contract on which the proposal is based.

**Proprietary** – Products or services manufactured, or offered under exclusive rights of ownership, including rights under patent, copyright or trade secret law. A product or service is proprietary if it has a distinctive feature or characteristics that is not shared or provided by competing or similar products or services.

**Public Bid Opening** – The opening of bids at the time and place advertised in the bid invitation, in the presence of anyone who wishes to attend. Bids are read aloud.

**Purchase Order** – The form document, purchase order or delivery order, to authorize and make a procurement of goods at defined terms, quantities and cost. Purchase orders are generally used for one-time purchases. When purchasing goods using a purchase order, an official purchase order number must be generated and given to the vendor at the time of placing the order and before taking possession or scheduling delivery of goods.

**Request for Bids (“RFB”)** – A publicly advertised competitive procurement process to obtain sealed bids for goods or services consistent with the formal bidding requirements of State law and the Town. RFBs require written, detailed specifications or a scope of work for the goods or services sought, which specifications or scope of work are publicly advertised in the Town’s official newspaper and must be responded to in writing by the due date requested. The request for bids is issued on all contracts required by State law. The RFB procedures must be strictly followed, do not allow for negotiations of contract terms, and contemplate a lowest responsible or best value award.

**Request for Competitive Sealed Proposals (“RFCSP”)** – An alternative publicly advertised competitive procurement process to obtain sealed proposals only for acquisition of high technology items, insurance purchases, and other services expressly allowed by State law to be procured through and RFCSP. The RFCSP process differs from an RFP in that the RFCSP contemplates formal evaluation of sealed proposals on the basis of specific written criteria beyond mere price, potential formal revision of sealed proposals to achieve a best and final offer, negotiation of contract terms on a confidential, fair and equitable basis, and most advantageous award.

**Request for Proposals (“RFP”)** – A procurement process outlining the Town’s needs for performance of a particular consulting, service, revenue, or similar project, its objectives, scope of work, evaluation and qualifications criteria, and other pertinent facts needed in preparing a proposal to perform the requested work for the Town. Requests for proposals are issued only for consulting, service, revenue, or other similar contracts, not required by law to be procured through an RFB or an RFCSP. An RFP usually involves who is most qualified to receive a contract, as opposed to who has the lowest price. The RFP differs from an RFB in that it allows flexibility in procedure, allows negotiation of contract terms, and contemplates a most advantageous award.

**Request for Qualifications (“RFQ”)** – Document drafted by an initiating department defining the project scope of requested personal, professional, or planning services, which scope is used to notify consultants of the Town’s intent to contact and to request a written response of their interest.

**Request for Quotations (“RFQ/Quotation”)** – A type of bidding solicitation in which a company or organization asks outside vendors to provide a cost quote for the completion of a particular project or program. A Request for Quote is a variation of a Request for Proposal

(RFP), and typically provides more information to the bidder about a project's requirements. It often requires the bidder to break down costs for each phase of the project so as to allow the soliciting company to compare different bids.

**Requisition** – A written request by a department to initiate a purchase of goods and services. The requisition expresses a department's intent to fund payment to a vendor for and upon proper performance or delivery of goods or services under a purchase order or formal contract. A purchase order must be issued before ordering, taking possession or scheduling delivery of goods.

**Retainage** – Retainage is a portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that contractor or subcontractor will satisfy its obligations and complete a construction project.

**Risk Assessment** – The determination of quantitative or qualitative value of risk related to a concrete situation and a recognized threat; an objective evaluation in which assumptions are clearly considered and presented.

**Separate Purchases** – The procurement of items, made separately or sequentially, to avoid the competitive bidding limitations that in standard purchasing practices would be acquired in one transaction. This is considered a violation of state and local statutes.

**Specification** – A concise, detailed description of an item(s) required by the Town and the minimum requirements of the vendor and provides the basis for acceptance and award.

**Vendor** – A business or individual that sells goods, services, or both in return for payment.

**Vendor Master List** – A master register, maintained by Accounts Payable, of vendors and consultants who have expressed an interest in doing business with the Town, who have done business with the Town, or who are currently doing business with the Town.

EXHIBIT I

01-339 (Back)  
(Rev. 12-02/4)

**TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION**

Name of purchaser, firm or agency <b>TOWN OF PANTEGO</b>	
Address (Street & number, P.O. Box or Route number) <b>1614 SOUTH BOWEN ROAD</b>	Phone (Area code and number) <b>817-274-1381</b>
City, State, ZIP code <b>PANTEGO, TEXAS 76013</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser claims this exemption for the following reason:

**MUNICIPALITY TAX EXEMPT ENTITY ID# 75-1291097**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here ▶	Purchaser 	Title <b>City Manager</b>	Date <b>1-27-14</b>

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Town of Pantego**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_ **Municipality**

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**1614 S. Bowen Rd**

City, state, and ZIP code  
**Pantego, Texas 76013**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
7	5	-	1	2	9	1	0	9	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ **05/01/14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**EXHIBIT III**  
**SINGLE SOURCE JUSTIFICATION DOCUMENT**

Preparation Instructions:

The appropriate department representative must complete the single source form below and forward to their Department Head, or designee, for approval. Upon approval, attach the sole source justification document with requisition/purchase order for review and final approval by the Town Council. Use additional sheets if necessary.

1. What unique features or capabilities does the product or service offer the Town?
  
2. Why are these unique features or characteristics essential and necessary to meet the Town's needs?
  
3. What research has been performed to ensure that no other source is capable of fulfilling the requirement? For instance, list other products or services tested or used and indicate why they are not acceptable.
  
4. What steps are being taken to foster competition in future purchases of this product or service?

Approved:

\_\_\_\_\_  
Department Head or designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager or designee

\_\_\_\_\_  
Date

THIS PAGE INTENTIONALLY LEFT BLANK

## EXHIBIT IV

### INSURANCE REQUIREMENTS

#### INSURANCE REQUIREMENTS (IN THE MINIMUM OF)

The successful bidder shall submit evidence of required insurance on an original certificate no later than fifteen (15) working days following bid award notification. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next best value bidder.

1. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.
2. Commercial General Liability: \$500,000 per occurrence, \$500,000 products/completed operations and \$1,000,000 general aggregate for bodily and personal injury and property damage. This policy shall have no coverage removed by exclusions.
3. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation and Employer's Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit – Disease.

#### Other Insurance Provisions:

1. The Town, its officials, employees and volunteers shall be named as an additional insured on the commercial general liability and automobile liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the Town. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of insurance and endorsements effecting coverage required by this clause shall be forwarded to the initiating department and must remain with procurement documents for records retention purposes.

## Other Insurance Requirements:

### Workers' Compensation Insurance Coverage:

- A. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the Town.

Persons providing services on the project includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Town showing that coverage has been extended.
- E. The contractor shall obtain from each subcontractor/supplier providing services on a project, and provide to the Town:
1. A certificate of coverage, prior to that person beginning work on the project, so the Town will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the Town in writing by certified mail or personal delivery within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.
  - 2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 4. Obtain from each person with whom it contracts, and provide to the contractor:
    - a. A certificate of coverage, prior to the person beginning work on the project; and
    - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 6. Notify the Town in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing the contract and providing a certificate of coverage, the contractor is representing to the Town that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is considered a breach of contract by the contractor which entitles the Town to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Town.

**EXHIBIT V**  
**EXAMPLE OF COOPERATIVE AGREEMENT**  
**COOPERATIVE PURCHASING FORM**

Should other government 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: Government entities utilizing Inter-Governmental Contracts with the Town will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by governmental entities other than the Town of Pantego will be billed directly to that governmental entity and paid by that governmental entity. The Town of Pantego will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed.

***BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS THEREIN.***

Company Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal ID Number (TIN)\_\_\_\_\_

Or SSN and Name \_\_\_\_\_

\_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No. \_\_\_\_\_

Company's Authorized Personnel:

Name/Title & Signature

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Email address \_\_\_\_\_

**EXHIBIT VI**  
**HISTORICAL UNDERUTILIZED BUSINESS**  
**(HUB) PROGRAM**

**(To be completed only when applicable)**

Minority and/or Woman-Owned Business Enterprises are encouraged to participate in the Town of Pantego's procurement process. The Town of Pantego recognizes the certification of the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin, TX 78711-3047

<http://www.window.state.tx.us/procurement/prog/hub>

In order to be identified as a Qualified Minority and/or Woman-Owned Business Enterprise in the Town of Pantego, this form, along with a copy of your certification, must be returned to the Town. You should return these documents with this response, of you have already submitted this form and a copy of your certification, it is not necessary to resend certification. If you meet the criteria and are not currently certified, you may contact the agency above for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to the Town of Pantego.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

INDICATE ALL THAT APPLY

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman-Owned Business Enterprise

**EXHIBIT VII**  
**SPECIFICATION CHECKLIST**

- A. Is the specification clear and concise to both the vendor and the purchaser? Specifications should be as simple as possible to ensure exactness but written so that loopholes will not allow a bidder to evade any of the provisions, thereby taking advantage of competitors and the Town. Misunderstandings are expensive and often result in re-bids.
- B. Is the specification identified with a specification or standard that is well known? Have required features or characteristics been identified? Are acceptable alternatives listed?
- C. Can the specification be verified? The specification should describe the method of verification that will govern the acceptance or rejection. A specification that cannot be verified is of little value.
- D. Does the specification have reasonable tolerances? Extreme precision is expensive.
- E. Is the specification as fair as possible to all participating vendors?
- F. Is the specification written to allow open competition by several vendors?
- G. Has the end use of the item or service been described?
- H. Are all stated requirements necessary for the intent of the specification?
- I. Has the user researched all possible sources of the item or service? If, after the search, only one item or service provider is deemed acceptable, has all required documentation, rationale and support been gathered and submitted for the bid file?
- J. Is the format of the specification simple and logical?
- K. Is the specification legible?

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT VIII

PROCUREMENT POLICY  
QUICK REFERENCE

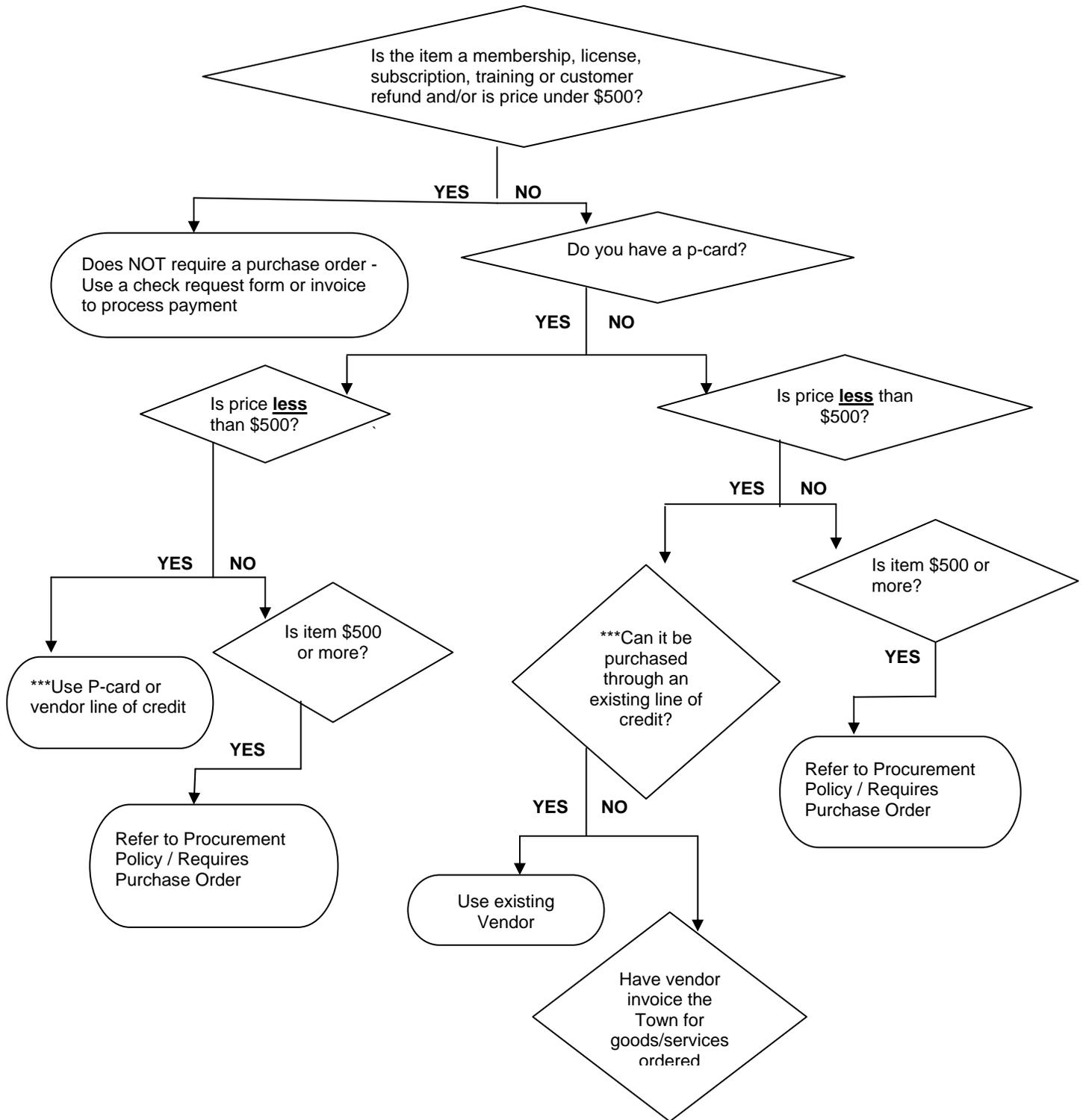
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***Request for Formal Quotations						
\$0.01												
\$100												
\$100												
\$499.99												
\$500												
\$3,000.00												
\$3,000.01												
\$4,999.99												
\$5,000												
\$24,999.99												
\$25,000												
\$49,999.99												
\$50,000												
OVER												

\*\*\* Follow HUB Requirements for purchases of more than \$3,000 but less than \$50,000.

Note:

Personal or professional services are exempted from the competitive bidding process and are procured through the use of a Request for Qualification (RFQ) process regardless of amount.

**EXHIBIT IX  
PURCHASING DECISION FLOWCHART**

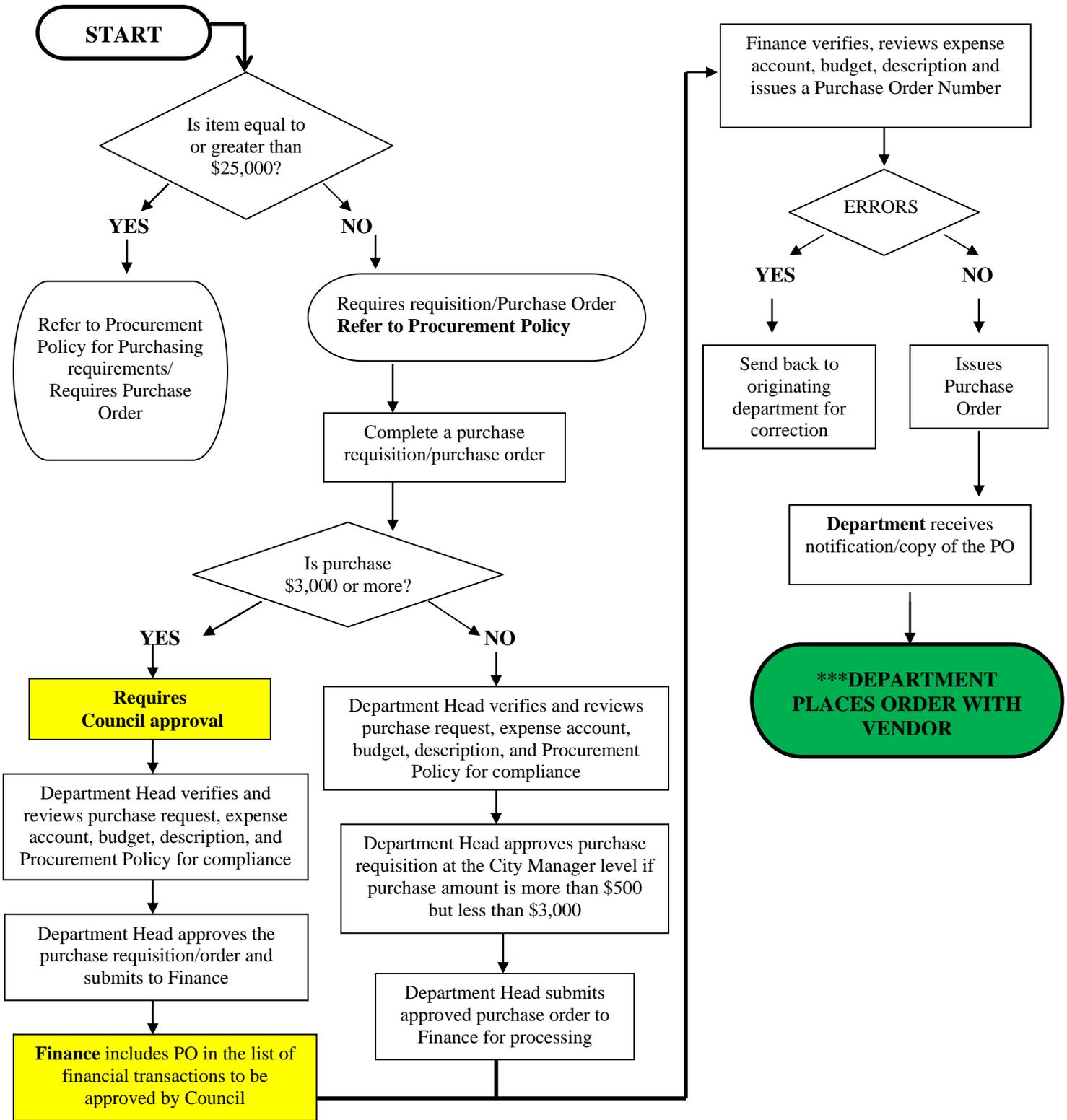


**\*\*\*Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

**EXHIBIT X  
PURCHASE REQUISITION/PURCHASE ORDER  
PROCESS FLOWCHART**

**DEPARTMENT**

**FINANCE**



**\*\*\* DEPARTMENTS DO NOT HAVE THE AUTHORITY TO ORDER DIRECTLY FROM A VENDOR WITHOUT A PURCHASE ORDER.**

**\*\*\* EXCEPTIONS:**

- 1. FOR P-CARD PURCHASES - REFER TO P-CARD POLICY AND PROCEDURES.**
- 2. FOR EMERGENCY PURCHASES REFER TO THE PROCUREMENT POLICY FOR PROCEDURES.**

THIS PAGE INTENTIONALLY LEFT BLANK



## EXHIBIT XI

# GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the Town of Pantego, Texas (Town), and Contractor. The Town and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

### I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the Town solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the Town in accordance with the terms and conditions specified in this Contract. Contractor will bill the Town for the Services provided at intervals of at least 30 days, except for the final billing. The Town shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The Town reserves the right to modify any amount due to the contractor presented by invoice to the Town if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

#### C. Termination Provisions

- (1) *Town Termination for Convenience.* Under this paragraph, the Town may terminate this Contract during its term at any time for the Town's own convenience where the Contractor is not in default by giving written notice to Contractor. If the Town terminates this Contract under this paragraph, the Town will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the Town's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the Town's fiscal year in which it becomes effective or provides for the Town to make any payment during any of the Town's fiscal years following the Town's fiscal year in which this Contract becomes effective and the Town fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the Town's successive fiscal year of the Contract for which the Town has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the Town shall have the right to terminate the agreement at the end of any Town fiscal year if the governing body of the Town does not appropriate funds sufficient to continue the contract. The Town may execute such termination by giving the Contractor a written notice of termination at the end of the Town's then-current fiscal year.
- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the Town. The Contractor shall not be within the protection or coverage of the Town's workers' compensation insurance, health insurance, liability insurance or any other insurance that the Town from time to time may have in force and effect. The Town specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on Town property or their interaction with Town employees be found not to be in the best interest of the Town, be found to be harassing to any Town employee or third person, or is found to interfere with the effective and efficient operation of the Town or the Town's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the Town against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the Town's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the Town.
- F. Confidentiality. Any provision of this Contract that attempts to prevent the Town's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

- G. Tax Exemption. The Town is not liable to Contractor for any federal, state or local taxes for which the Town is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the Town. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the Town. If billed, the Town will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the Town.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Tarrant County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the Town by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the Town's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the Town and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the Town. The Town has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The Town and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and Town desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

### **III. Special Terms or Conditions.**

- IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
  - 1. Insurance Certificate
  
- B. Town's Additional Contract Documents:
  - 1. Technical Specifications and Bid Documents
  - 2. Policy for Bidding Projects

**V. Signatures.** By signing below, the parties agree to the terms of this Contract:

**TOWN OF PANTEGO:**

**CONTRACTOR:**

\_\_\_\_\_  
Matthew Fielder  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: Town Secretary

\_\_\_\_\_

## **POLICY FOR BIDDING PROJECTS**

### **Price Quotations and Purchase Awards**

- 1) **Procedures of Negotiated Purchases Not Subject to Competitive Bidding.** Purchases in excess of \$25,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
  - a) Purchases will require a certificate of insurance on award of contract for General Liability coverage naming the Town of Pantego (Town) as an additional insured.
  - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) **Purchase Subject to Competitive Bidding.** Purchases in excess of \$25,000 shall be competitively bid and awarded by the Town Council. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$25,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
  - a) For one time jobs in excess of \$25,000, the Town will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the Town being named as an additional insured.
  - b) For more significant work, (i.e. infrastructure construction, etc.), the Town will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the Town Manager. The Town will be named as an additional insured.
  - c) Workers' Compensation coverage will be required as set forth by State Law.
  - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
  - e) For work in an amount greater than \$50,000, an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

### **Procurement of Professional Services**

Procurement of Professional Services shall remain the same with the following exception:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the Town Council must authorize any professional service contract which will exceed \$25,000, on the basis of the above criteria.
- b) Professional services rendered to the Town which do not exceed \$25,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, and Town Council as provided herein.

THIS PAGE INTENTIONALLY LEFT BLANK

**Exhibit XII**  
**CONFLICT OF INTEREST QUESTIONNAIRE**  
**FORM CIQ**

**Required for vendor or other person doing business with a local government entity**

---

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

By law this questionnaire must be filed with the records administrator of the local government no later than the 7<sup>th</sup> 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.

Attach additional pages to this Form CIQ as necessary.

**1. Name of person doing business with local government entity**

**2. \_\_\_\_\_ Check here 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 no later than September 1 of the year for which the activity described in Section 176.006(a), Local Government Code, is pending and no later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.**

**4. Name of each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

# Conflict of Interest Questionnaire

## Form CIQ (Continued)

**Required for vendor or other person doing business with a local government entity**

---

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

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has an affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. Please circle yes or no.

- 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 holds an ownership of ten (10) percent or more? YES NO
- D. Describe each affiliation or business relationship

**6. Name, title and signature of person doing business with the governmental entity:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

### PROCEDURES FOR PROCESSING PURCHASE ORDERS

- 1) All purchases over \$500.00 but less than \$1,000.00 must be approved by the City Manager. The purchase orders need to be approved BEFORE the purchase is completed, with the exception of EMERGENCY. A department head may make the determination of an emergency but should make all efforts to contact the City Manager before making emergency purchases. A memo must be attached to the purchase order requesting the purchase and approved by the City Manager.
- 2) All purchases over \$1,000.00 MUST BE approved by the City Council. The following requirements must be met at the time of request:
  - a. A memo must be attached to the purchase order requesting the purchase
  - b. There must be three (3) price quotes from more than one vendor attached to the purchase order.
- 3) Purchases may be authorized for emergencies without prior approval of a purchase order. A department head may determine an emergency but should make all efforts to contact the City Manager before making emergency purchases. For example, a malfunctioning air condition compressor on a patrol car would not justify emergency status unless the purchase of repair work was needed to keep the vehicle safe and operable. On the other hand, purchases needed to repair a water main break over the weekend would qualify as emergency status. Any emergency purchase is subject to ratification at the next Council meeting.
- 4) When the City Manager and Department Head approves and issues a purchase order, it signifies that the proper approvals for expenditure authorization have been obtained and that an appropriation is available to accept the charge.
- 5) The purchase order is to be recorded in the appropriate Fund Expenditure Journal, charging the appropriate expenditure account
- 6) The City Manager is authorized to establish internal procedures to ensure that only properly authorized purchase orders are issued and that proper documentation is obtained prior to payment.



# AGENDA BACKGROUND

**AGENDA ITEM:** Review and Consider Action on a Resolution of the Town Council Adopting a Procurement Card Policy and Procedures for the Town of Pantego, Texas; and Providing for an Effective Date.

**DATE:** July 27, 2015

---

**PRESENTER:**

Ariel Carmona, Finance Director

**BACKGROUND:**

The purpose of a procurement card (“p-card”/“credit card”) is to provide Town staff with an efficient and controllable method of making small dollar service purchases (less than \$500). The Procurement Card Policy is not intended to replace, but rather supplement the Town’s Procurement Policy. In fact, all procurement activity shall be governed by the Town’s Procurement Policy and shall be performed in accordance to applicable State Local Government statutes.

The Finance Committee met to review and discuss this policy. Recommendations made during the review are incorporated into what is now presented as the final attached version of the Procurement Card Policy.

**FISCAL IMPACT:**

This policy will have a direct fiscal impact on the daily departmental procurement responsibilities of acquiring goods and services on the Town’s behalf.

**RECOMMENDATION:**

Staff recommends the Procurement Card Policy be approved as presented.

**ATTACHMENTS:**

Resolution  
Procurement Card Policy

Director’s Review: AC  
City Manager’s Review:\_\_\_

**RESOLUTION NO. 15-26**

**A RESOLUTION OF THE TOWN COUNCIL ADOPTING A PROCUREMENT CARD POLICY FOR THE TOWN OF PANTEGO; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town Council has determined that it will be in the best interest of the Town of Pantego to adopt a Procurement Card Policy and Procedure statement; and

**WHEREAS**, the purpose of this policy is to provide Town staff with an efficient and controllable method of making small dollar service purchases and to supplement the Town's Procurement Policy; and

**WHEREAS**, it is the responsibility of the Town of Pantego to obtain the most value for the tax dollar in a fair, efficient, and equitable manner; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS:**

**Section 1:** the Town Council hereby adopts the attached Procurement Card Policy as presented by the Finance Director.

**Section 2:** the Town Council agrees and accepts the terms and conditions of the Procurement Card Policy as presented by the Finance Director in "Exhibit A."

**Section 3:** this resolution shall be in full force and is effective immediately upon passage.

**PASSED AND APPROVED** this the 27<sup>th</sup> day of July 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.

\_\_\_\_\_  
**Melody Paradise, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Julie Arrington, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**



## PROCUREMENT CARD POLICY AND PROCEDURES

### TABLE OF CONTENTS

<u>SECTION</u>	<u>HEADING</u>	<u>Page No.</u>
1.	STATEMENT OF GENERAL POLICY .....	1
2.	PURPOSE AND SCOPE .....	1
3.	RESPONSIBILITIES.....	2
4.	PROCEDURES .....	4
	4.1 Purchasing Limits	
	4.2 Purchases Allowed with the Procurement Card	
	4.3 Prohibited Purchases	
	4.4 Making a Purchase	
	4.5 Security	
	4.6 Supporting Documentation for Card Purchases	
	4.7 P-Card Activity Expense Report	
	4.8 Declined transactions	
	4.9 Using the Procurement Card	
	4.10 Reimbursement from Use of Personal Credit Card	
	4.11 Merchandise Returns	
	4.12 Monthly Bank Statement and Reports	
	4.13 Lost, Stolen or Compromised Procurement Card	
	4.14 Requests for Issue of a Procurement Card or Making Changes to Existing Accounts	
	4.15 Unauthorized Use of the Procurement Card	
	4.16 Disputed Items/Purchases	
	4.17 Termination Clause	
5.	PROCUREMENT CARD PURCHASES – Travel Expenses .....	10

GLOSSARY OF PROCUREMENT TERMS ..... 12

EXHIBITS:

1. Procurement Card Request/Change Form..... 13  
2. Procurement Card Cardholder Agreement ..... 14  
3. Procurement Card Lost/Stolen/Compromised Report ..... 15  
4. Cardholder Statement of Disputed Item(s) ..... 16  
5. Procurement Policy Quick Reference ..... 17  
6. Purchasing Decision Flowchart ..... 18  
7. Procurement Card Process Flowchart ..... 19  
8. Tax Exempt Certificate .....21  
9. Travel Expense Report .....23  
10. P-Card Activity Expense Report ..... 24

## **PROCUREMENT CARD POLICY AND PROCEDURES**

### **1. STATEMENT OF GENERAL POLICY**

It is important to keep in mind that Town purchasing operates in full view of the public. Public purchasing has the responsibility to obtain the most value for the tax dollar in a fair, efficient and equitable manner. The Town of Pantego intends to maintain a cost effective purchasing system conforming to good and lawful management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and Town official, but also every supervisor and employee of the Town. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of goods and services at the least cost to the Town of Pantego, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful. All procurement activity shall be governed by the Town of Pantego's Procurement Policy, in accordance with applicable State and Local Government Codes.

### **2. PURPOSE AND SCOPE**

The purpose of the procurement card is to provide the Town staff with an efficient and controllable method of making small dollar service purchases. The Procurement Card Policy is not intended to replace, but rather supplement the Town's Procurement Policy. Procurement card may also be referred to as "purchasing card" "p-card" and "credit card" purchases throughout this policy. This policy includes procedures for:

- Establishing purchasing limits;
- Establish allowable and prohibited purchases;
- Supporting documentation/record keeping and transaction report;
- Transaction declines, lost or stolen cards, disputing a transaction, canceling a card;
- Merchandise returns, damaged goods and credits;
- Monthly statements and reports;
- Reconciliation; and
- Payment processing.

**Objectives:**

- Provide users with an efficient means to address their ordering needs;
- Create a “paper-scarce”, responsive ordering system;
- Eliminate redundant and/or “no value added” processes;
- Improve the level of service provided to the departmental user; and
- Provide a simple means to allocate or distribute charges.

This policy applies to all Town officials, departments/employees to whom either currently hold a procurement card under the Town of Pantego’s name, and/or request reimbursements from procurement card (“credit card”) purchases made on behalf of the Town.

All procurement cards shall be governed by this procedure and used in a manner that complies with State law, Town Procurement Policy and any other requirements/rules regulating the procurement of goods and services.

**3. RESPONSIBILITIES**

It is the responsibility of Department Heads/Supervisors to:

- Observe and enforce the policy and procedures outlined in this policy and in the Procurement Policy.
- Verify approvals and P-card requests within established guidelines.
- Monitor and approve purchases made by designated cardholders. Verify fund/budget availability.
- Enforce timely compliance and submission of required documentation for Monthly Statement reconciliation with Accounts Payable.
- Adjust expenditure entries between accounting distributions as necessary. After billing has processed, any changes to the accounting distribution or adjustments will require a journal entry transaction.
- Recommend suspension or cancellation of a P-card to Finance.

It is the responsibility of the Finance Department to:

- Develop policy and procedures for the use of Procurement Cards that comply with State law.
- Administer the Purchasing Card Program, to include the following responsibilities:
  - o Serve as the primary contact with the Bank for P-cards.
  - o Serve as the primary contact with the Town departments.

- Approve/process applications for the issuance of P-cards for users in compliance with the requirements stated in this policy.
- Establish guidelines and criteria for transactions and cumulative dollar limits for P-cards.
- Approve/process changes to cardholder limits and restrictions as authorized by Department Heads and/or City Manager.
- Keep current list of cardholders, card number and card limits.
- Coordinate training on P-card usage and small purchase policies and procedures.
- Review departmental compliance/submission of approved monthly statement reconciliations.
- Ensure that payment of the monthly statement is made by the due date.
- Cancel and suspend cards as requested by Department Heads and/or City Manager.
- Conduct random internal audits of P-card transactions to act as a check on departments carrying out their responsibility for audit and compliance with State law and Town policies.

It is the responsibility of designated cardholders to:

- Read and sign a Procurement Card Cardholder Agreement (Exhibit 2) prior to being issued a procurement card.
- Keep the purchasing card in their possession, not allow anyone else to use the P-card issued in their name.
- Assume responsibility for all purchases made with the P-card, adhering to this policy insuring that no unauthorized purchases are made. Unauthorized purchases could be considered misappropriation of Town funds.
- Validate that merchandise is received.
- Maintain P-card data in a secure location at all times.
- Purchase from term contracts any items that are available on contract.
- Inform merchant of tax exempt status; cardholders will be responsible for reimbursing the sales tax amount to the Town.
- Keep copy of receipts; submit original receipts to Finance for reconciliation purposes. Cardholders will be held personally responsible for items purchased without the supporting documentation.
- Report lost or stolen cards to the bank and the Finance department immediately (Exhibit 3).
- Make every reasonable effort to resolve disputed purchases with the vendor.
- Immediately report all unsolved disputed purchases to Finance by using the Procurement Card Dispute Form (Exhibit 4)

## 4. PROCEDURES

4.1 Purchasing Limits. The maximum amount of a single transaction will **not exceed \$500**. In no case will the limits of a P-card exceed the authorized budget amount or the limits defined by State law. P-card limits will be based on the cardholder's purchasing requirements.

4.2 Purchases Allowed with the Procurement Card. P-cards may be used to purchase any item and/or service for immediate use not prohibited by this procedure or any other Town's policy/procedures and State law. The total purchase with the P-card will not exceed the limits established for that card. All other policies remain in effect and P-cards should not be used to circumvent them.

4.3 **Prohibited Purchases** include, but are not limited to:

- Personal expenditures (includes **ALL** items intended for personal use);
- Cash advances, refunds or gift cards;
- Sales tax, except in cases where State law does not exempt local government;
- Construction and renovations;
- Consulting services;
- Firearms and ammunition;
- Entertainment of any kind, including the purchase of alcohol or patronage of drinking establishments;
- Purchases of items/services under contract, unless purchasing from the contracted vendor or an emergency exception is granted;
- Separate, sequential and component purchases or transactions made with the intent to circumvent State law or Town policy;
- Purchases that are split to stay within card transaction limits; and
- Other purchases specifically excluded in other Town policies or by law.

4.4 Making a Purchase. Most employees are already familiar with making purchases using a credit card. The process for placing an order using the Procurement Card (P-card) is very similar to those used when making a purchase with any commercial credit card. When making a purchase the following steps should be followed:

- Confirm that the purchase is appropriate (allowable) for the P-card by referring to the list of unauthorized (prohibited) items.
- Confirm the total cost (including shipping and handling) will not exceed present transaction limits.

- Make sure to obtain the best possible price. Cardholders should contact Finance to ask if there is a preferred/contracted supplier to use.
- The Town of Pantego is tax-exempt. If a supplier requires a hard copy of the tax exempt form, please refer them to the Town's website where a copy of the exemption form can be found in the Finance department/Purchasing page.
- Upon receipt of the item, retain copies of the charge slip, sales receipt, statement, and/or packing slip. Receipts must be readily available for audit. Improper documentation may result in loss of the P-card privileges.

4.5 Security. The cardholder is responsible for the security of the card. This card should be treated with the same level of care as the cardholder would use with his/her own personal credit card.

4.6 Supporting Documentation for Card Purchases. Cardholders are responsible for obtaining all documentation necessary to support the business purpose of the purchase. In instances where the receipt is lost, cardholders must obtain a copy at their own expense from the bank or vendor. In the meantime, and due to the monthly P-card payment processing timing, the cardholders must submit an affidavit and/or assume financial responsibility for the charges for which receipts are missing. Affidavits must be approved and signed by the Department Head and/or City Manager. For purchases made over the phone or the Internet, a logging system with unique transaction identifiers should be maintained and a confirmation of the order retained with or as the receipt. All P-card purchases must be supported by at least one of the following items:

- o The actual sales slip;
- o The cash register receipt;
- o A copy of the order form;
- o A supplier/merchant statement;
- o Packing slip;
- o Online order confirmations (screen print out); or
- o Approved/signed affidavit.

4.7 P-CARD ACTIVITY EXPENSE REPORT. As P-card use continues to expand, the need to audit these transactions has grown proportionately. A daily review of the incoming transactions combined with onsite internal audits ensures compliance. In a broad way these internal audits ensure users are properly following Procurement and P-card Policies. The internal audits are also used to solicit feedback to improve the program.

A P-Card Activity Expense Report (Exhibit 10) should be completed and submitted to the Finance department for processing after Department Head/Supervisor review and approval of P-card transactions. Original purchase support documentation must be attached to the report. Department Heads/Supervisors are accountable for all charges made by their department, and are therefore responsible for verifying all transactions against corresponding supporting documentation for accuracy and propriety.

Examples of what a Department Head/Supervisor should look for in a P-Card Activity Expense Report include:

- Original **detailed** receipt attached.
- Itemized receipts are needed showing details of items purchased for ALL charges.
- Is the expense reasonable and allowable?
- A business purpose must accompany each charge. This information must be provided on the Expense Description line of the P-Card Activity Expense Report.
- Multiple charges to the same vendor to circumvent Procurement and P-card transaction limits are prohibited.
- Travel related purchases should only occur if the cardholder has travel privileges.
- Unauthorized purchases.
- The cardholder's signature is required.
- Department Head/Supervisor signature is required.

Cardholders will complete the P-Card Activity Expense Report upon completion of each transaction; one (1) form could be used to record multiple transactions. However, **do not** wait to have several transactions to complete a form. Forms must be completed as transactions occur. The completed form must then be given to the cardholder's Department Head or immediate Supervisor for review and final approval. The form will then be submitted to the Finance department for reconciliation purposes and payment processing. P-card purchases originated by Department Heads must be approved by the City Manager.

4.8 Declined transactions. Occasionally, a vendor will received a "decline" response from the bank after attempting to put through a P-card transaction. Cardholders may contact the bank's customer service toll free number to determine the cause for decline. The cardholder should have the following information for resolution:

- Account number
- Business where decline occurred

- Total transaction amount
- Date the decline occurred

After determining a reason for the “decline” it may be necessary for the cardholder to contact the Finance Department for temporary or permanent changes to the cardholder’s control limits to process the transaction.

4.9 Using the Procurement Card. As a need for an item and/or service is established and it is determined not to be readily available through an existing Town contract, the cardholder then follows the following steps:

- The cardholder ensures that the item or service is not a restricted item as listed in paragraph 4.3.
- The cardholder will then purchase the item or service and issue payment with the P-card ensuring that sales tax is not included. Tax-exempt certificates are available through the Finance Department and attached as Exhibit 8 of this policy.
- The cardholder will annotate on the receipt the purpose of the purchase as well as the account number that is to be billed against.
- The cardholder will retain the receipt which will be forwarded to the approving supervisor for review and further submission to Accounts Payable for monthly statement reconciliation and payment processing.

4.10 Reimbursement from Use of Personal Credit Card. Town officials, board of directors, employees and volunteers have the right to reimbursement from expenses that have been incurred on behalf of the Town. Receipts of all expenses incurred are required regardless of the amount. Reimbursements should be kept at a minimum.

The following criteria must be met in order for the expense to be an allowable reimbursable expense:

- There must be a business connection and the expense must be reasonable;
- Expense must be an allowable/budgeted expense; (reimbursement requests for purchases going over budget will not be processed)
- Purchase must meet Procurement Policy guidelines and requirements;
- Reimbursement request must be made within reasonable time of purchase (no more than ten (10) business days) and must include adequate supporting documentation of purchase;
- Sales tax will not be reimbursed. Refer to Exhibit 8 for Tax Exempt Certification. Sales tax may be paid for minimal expenditures from one-time vendors who refuse the exemption, but sales tax should not be paid (select

another vendor) where purchases are for more substantial expenditures or are repetitively incurred.

- 4.11 Merchandise Returns. The cardholder is responsible for obtaining a credit memo from the Vendor when merchandise is purchased with the P-card and is returned to the Vendor for any reason. This credit memo will serve as support to make sure the cardholder's account is credited. No cash refunds are allowed.
- 4.12 Monthly Bank Statement and Reports. Accounts Payable will reconcile all departmental P-card activity/receipts against the monthly statement to process payment. Failure to meet timely submission requirements from cardholders to Accounts Payable may cause suspension or cancellation of P-cards. The P-card account cycle ends on the 19<sup>th</sup> of every month.
- 4.13 Lost, Stolen or Compromised Procurement Card. When it is determined that a P-card has been lost, stolen or compromised, **it is imperative to first cancel the card with the bank by calling the toll-free number 1-800-892-7104.** The cardholder must also notify the Finance Department in writing (Exhibit 3). It is imperative to cancel the card immediately because the Town's liability on lost or stolen cards is not capped.

The Town is liable for all charges until the card is reported lost or stolen. Thus, **the cardholder to whom the P-card is issued may be responsible for all charges made against the P-card from the time it is lost or stolen until the bank is notified, if the cardholder fails to immediately notify the bank upon discovering the loss or fails to discover the loss within reasonable amount of time.** The cardholder should have the following information available when contacting the bank for resolution:

- Account number
- Line of Credit
- Address including Zip Code

- 4.14 Request for Issue of a Procurement Card or Making Changes to Existing Accounts. To request a new P-card or to make changes to an existing P-card account, a Procurement Card Request/Change Form (Exhibit 1) should be completed, approved and submitted to Finance by the requesting Department Head and/or City Manager. Cardholders must keep in mind that administrative responsibility is strictly reserved for the Finance Director. The cardholders are not authorized by the bank or the Town of Pantego to create new accounts or make account changes.

4.15 Unauthorized Use of the Procurement Card. Any purchases that the Department Head/City Manager and/or the Finance Department deems inappropriate as outlined in this procedure will be referred back to the cardholder for justification and/or explanation. If any unauthorized charges appear in the cardholder's activity report, the cardholder will be subject to the following:

- The Finance Department will investigate all circumstances surrounding alleged misuse of the P-card and in such cases, where there is evidence sustaining a procedure or policy violation, refer that information to the appropriate authority for investigation and/or disciplinary action.
- P-card use for personal purchases is strictly prohibited and can be considered misappropriation of Town funds.
- Improper use of the card may result in disciplinary action, up to and including termination of employment and/or irrevocable forfeiture of the P-card.
- In those cases where there is evidence of negligence in the use of the P-card but no fraudulent acts have been committed, the cardholder will be required to surrender the P-card and all further privileges will be revoked.

Any employee having knowledge of violations to this procedure or any other procedure or policy governing the use of P-cards must immediately report such activity to the Finance Director. The P-card shall be suspended or terminated for employees suspected or accused of fraud, theft, or illegal drug use and appropriate action taken with respect to the employee in accordance with existing Town policies and procedures.

4.16 Disputed Items/Purchases. Disputes, if possible, should be resolved promptly between the cardholder and the vendor. Cardholders should dispute an item immediately. Failure to dispute an item will result in an authorized purchase and the department is responsible for the payment even if it is an incorrect charge. Do not dispute the charge on the current statement if an item was returned for credit after the billing cycle is closed. Anticipate the credit on the next statement and annotate on the current statement a disputed charge and expected credit. If a dispute cannot be resolved within ten (10) days, the cardholder shall submit a Dispute Form (Exhibit 4) to Finance.

4.17 Termination Clause. The P-card is issued to an employee for the Town's convenience and may be terminated at any time by the Town of Pantego. P-card privileges may be cancelled for non-compliance with the approved policies and procedures. Transfer, resignation, or termination of employment is reason for cancellation of the P-card. It is important to cancel a card immediately when

an employee leaves the Town voluntarily or is terminated. The department is responsible for payment of charges incurred by an employee no longer working in their organization, if the delay to cancel charge privileges has been a result of the department's action.

## 5. PROCUREMENT CARD PURCHASES – Travel Expenses

- Personal travel expenses (expenses made in support or for the benefit of anyone other than the employee/official or expenses made in support or for the benefit of the employee which are not attributable to Town business) may not be charged to a procurement card issued by the Town of Pantego. All travel and related expenses (transportation, lodging, meals, registration, parking, etc.) incurred must be documented and submitted to the Town along with a completed Travel Expense Form that includes all receipts and supporting documents in accordance with IRS codes and regulations. A copy of the Travel Expense Form is attached as Exhibit 9. Refer to the Employee Handbook for more information regarding the Town's Travel Policy.
- Lodging and Transportation. The employee will be expected to select the mode of transportation, which will be most economical to the Town considering cost and time consumed. If the employee can save the Town substantial funds by going earlier or staying an extra day, the additional incurred expenses for hotel and food may be approved. Town vehicles may be utilized when feasible. Public transportation will be used in those cases where it is most economical when considering travel time and other factors.

When using air transportation, employees will normally travel in the coach section. Whenever possible, early booking is encouraged, if it will ensure a discounted rate. Verification in writing of the savings on the airline tickets must be obtained from the travel agent. When an individual uses a personal vehicle, he or she shall be reimbursed at the mileage rate currently allowed by IRS.

- If the training or seminar was not approved through the budget process, written permission must be obtained from the Department Head or City Manager prior to travel. There must be funds in the budget to cover the travel unless the City Manager or designee makes the exception.
- Meals. Receipts should be attached to the purchasing card transaction. You actually need two receipts. One would include the breakdown of items bought. The other would be the receipt that shows the actual amount charged that includes a reasonable tip of not more than 15%. **No alcoholic beverages may be charged on the Town's credit card.**

Town Officials/employees will be paid per diem at a rate of \$50 per day for meals and incidental expenses. If meals are provided by the conference/seminar, that portion will be deducted from the per diem rate paid accordingly:

- Breakfast           \$10
- Lunch               \$15
- Dinner              \$20
- Incidentals         \$5

Employees will be paid 75% of the total allowable per diem for travel days going to and from training, conferences or seminars.

- Any unauthorized expenses are the responsibility of the cardholder and must be reimbursed to the Town of Pantego.
- In the case where the Travel and Expense Report is not returned or when there are no adequate receipts attached, the amount of the advance (if any) or calculated reimbursement will be added to the employee's W-2 as taxable wages for the advanced fund.
- Travel Expense Report Procedure. All employees must complete and sign a Travel Expense Report within one (1) week of return and forward it to their Department Head for approval. Department Heads will review the Travel Expense Report and, if approved, sign and forward originals to the Finance Department for review and processing within five (5) business days after receipt from employee.

## GLOSSARY OF PROCUREMENT CARD TERMS

**Approving Authority** – The person responsible for the budget activity level that the cardholder is assigned. This person will be a manager/supervisor in the reporting chain for the individual cardholder.

**Bank** – The bank selected by the Town to provide the P-card program.

**Cardholders** – Town Officials and Full-time, permanent employees that have been designated by the Department Head and/or City Manager to be issued a P-card on their name for use under this policy and procedures.

**Procurement Card (“P-card”/”Purchasing card”/”credit card”)** – The Procurement card is a commercial credit card for small dollar purchases of goods and services necessary for official Town business. The P-card may be issued to an individual, permanent employee for purchases by the designated employee only.

**EXHIBIT 1**

**PROCUREMENT CARD REQUEST/CHANGE FORM**

TO: Finance Director

FROM: \_\_\_\_\_  
(Name and Department)

SUBJECT: Request for Procurement Card

I am requesting the following employee be issued a Town Procurement Card for the purposed of making small dollar purchases in the normal course of authorized Town of Pantego business.

Full Name of Employee (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee Title: \_\_\_\_\_

Restrictions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUESTED BY: \_\_\_\_\_  
Signature of Department Head

APPROVED BY: \_\_\_\_\_  
Signature of Finance Director

Procurement Card 30-day Limit \$: \_\_\_\_\_  
(Completed by Finance Department)

Copy: Designated cardholder  
Department Head/Manager/Supervisor

**EXHIBIT 2  
PROCUREMENT CARD CARDHOLDER AGREEMENT**

I, \_\_\_\_\_ hereby agree to comply with the procurement card policy and procedures and the following terms and conditions regarding the use of my designated procurement card. As a cardholder, I have read and understand the Town of Pantego Procurement Card Policy and Procedures.

1. I understand that I am being entrusted with a valuable tool, the procurement card. I will be making financial commitment on behalf of the Town of Pantego. I will obtain the best value for the Town of Pantego by using the card wisely and with discretion.
2. I agree to use this card for official approved purchases only. I fully understand that misuse or abuse of the card will result in revocation of the card and appropriate disciplinary action which may include termination of my employment.
3. Policy violations include, but are not limited to:
  - Expenditures for personal purposes;
  - Cash advances, refunds or gift cards;
  - Expenditures for entertainment, including but not limited to the purchase of alcoholic beverages;
  - Purchases under contracts, unless an emergency exception is granted;
  - Separate, sequential and component purchases or transactions made with intend to circumvent State law or Town policy;
  - Transaction amounts greater than cardholder’s limits;
  - Failure to submit proper support documentation/receipts; and
  - Allowing the card to be used by someone else.
4. I agree to return the card immediately upon request or upon termination of employment (including retirement and resignation). Should I be transferred, qualify for extended leave or undergo an organizational change which causes my duties to no longer necessitate the use of the card, I agree to return it immediately and arrange for issuance of new card as may be appropriate.
5. If the card is lost or stolen, I agree to immediately notify the Bank and subsequently the Finance Department both verbally and in writing. Bank phone number is 1-800-892-7104.

I understand and agree that my use of the procurement card is subject to the following specific purposes or restrictions:

\_\_\_\_\_

\_\_\_\_\_

Employee Signature	Date	Department
Department Head/City Manager	Date	
Finance Director	Date	Monthly Limit\$

**EXHIBIT 3**  
**PROCUREMENT CARD LOST/STOLEN/COMPROMISED REPORT**

TO: Finance Director

FROM: \_\_\_\_\_  
Name and Department

Card No. \_\_\_\_\_

Full Name of Employee (print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee Title: \_\_\_\_\_

Date Card was lost: \_\_\_\_\_

Date Stolen: \_\_\_\_\_

Date Bank was Notified: \_\_\_\_\_

Details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy: Designated Cardholder  
Department Head/Manager/Supervisor

**EXHIBIT 4  
CARDHOLDER STATEMENT OF DISPUTED ITEM(S)**

RE: \_\_\_\_\_

CARDHOLDER NAME: \_\_\_\_\_ CARD# \_\_\_\_\_

MERCHANT NAME: \_\_\_\_\_ DISPUTED\$ \_\_\_\_\_

I dispute the charge(s) described herein as follows: (Check all that apply)

\_\_\_\_\_ I certify that the charge listed above was not made by me, nor were the goods or services represented by the above transaction received by me or by a person authorized by me.

\_\_\_\_\_ I do not recognize the transaction as listed above.

\_\_\_\_\_ Although I did engage in the above transaction, I dispute all or part of the charge in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ I have contacted the merchant and requested credit adjustment that I did not receive or was not satisfactory.

\_\_\_\_\_ I have been charged twice for the same transaction.

\_\_\_\_\_ Posting date: \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_ A credit slip was listed as a sale on my statement.

\_\_\_\_\_ The amount of the sales slip was increased from \$\_\_\_\_\_ to \$\_\_\_\_\_. Enclosed is my copy of the sales slip prior to alteration.

\_\_\_\_\_ I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of the credit memorandum.

\_\_\_\_\_ Non-acceptance.

\_\_\_\_\_ Other, please explain in detail.

I am disputing the charge because

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated cardholder signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 5

PROCUREMENT POLICY  
QUICK REFERENCE

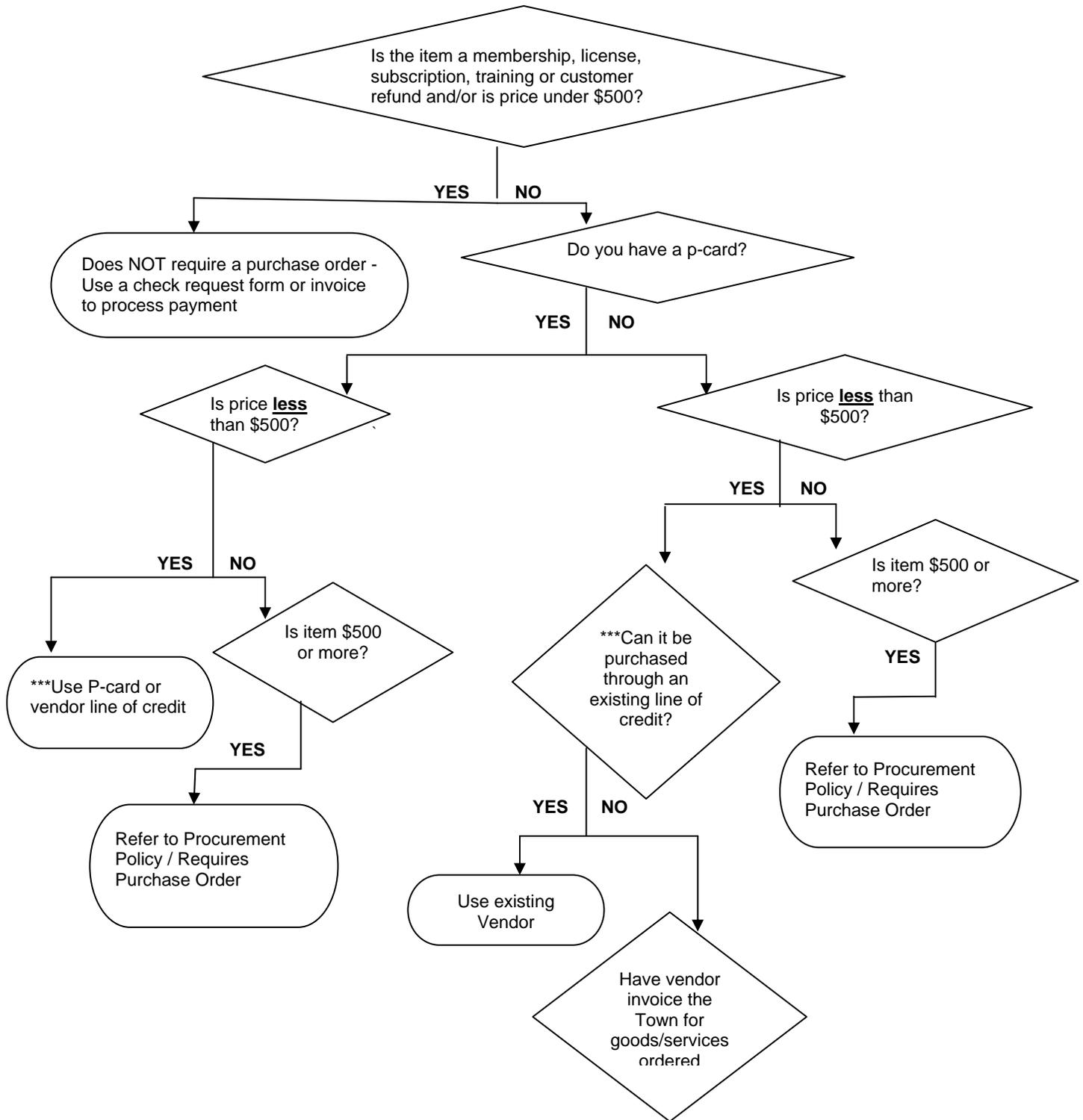
Dollar Amount	Petty Cash	P-Card or Check Request	Purchase Order Required	QUOTES			***Request for Bid ("RFB")	***Request for Proposal ("RFP")	Competitive Sealed Bid/ Proposal	Department Head Approval	City Manager Approval	Town Council Approval
				***Two (2) Informal Quotes	***Three (3) Written Quotes	***Request for Formal Quotations						
\$0.01												
\$100												
\$100												
\$499.99												
\$500												
\$3,000.00												
\$3,000.01												
\$4,999.99												
\$5,000												
\$24,999.99												
\$25,000												
\$49,999.99												
\$50,000												
OVER												

\*\*\* Follow HUB Requirements for purchases of more than \$3,000 but less than \$50,000.

Note:

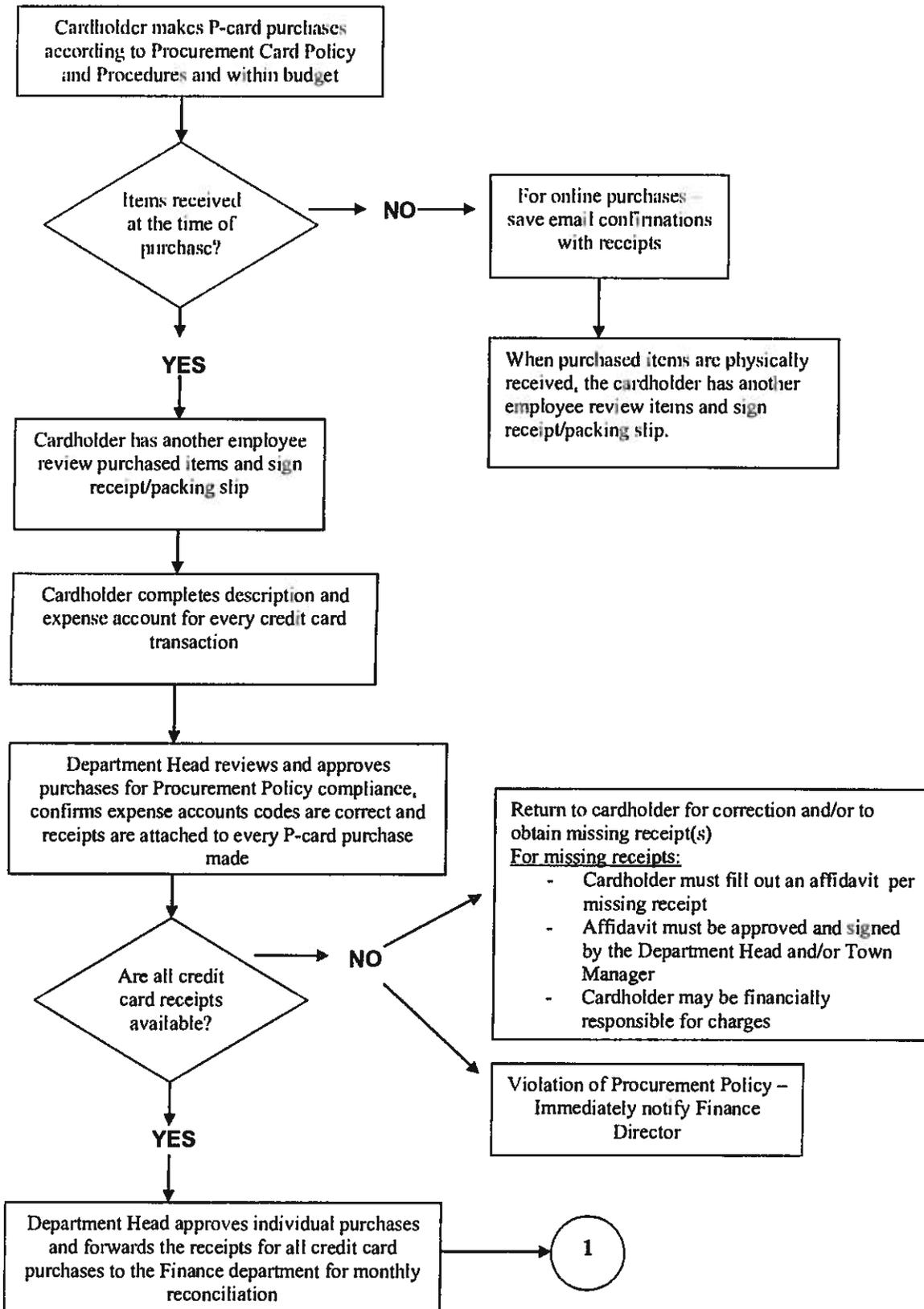
Personal or professional services are exempted from the competitive bidding process and are procured through the use of a Request for Qualification (RFQ) process regardless of amount.

**EXHIBIT 6  
PURCHASING DECISION FLOWCHART**



**\*\*\*Use vendor open line of credit accounts when already established. These accounts include Office Depot, Westlake ACE Hardware Store, Home Depot, Staples, Bass Printing, etc. The Town receives better pricing when using these accounts and we are directly billed for the goods ordered.**

### EXHIBIT 7 PROCUREMENT CARD PROCESS FLOWCHART



Procurement Card Process Flowchart (continued)

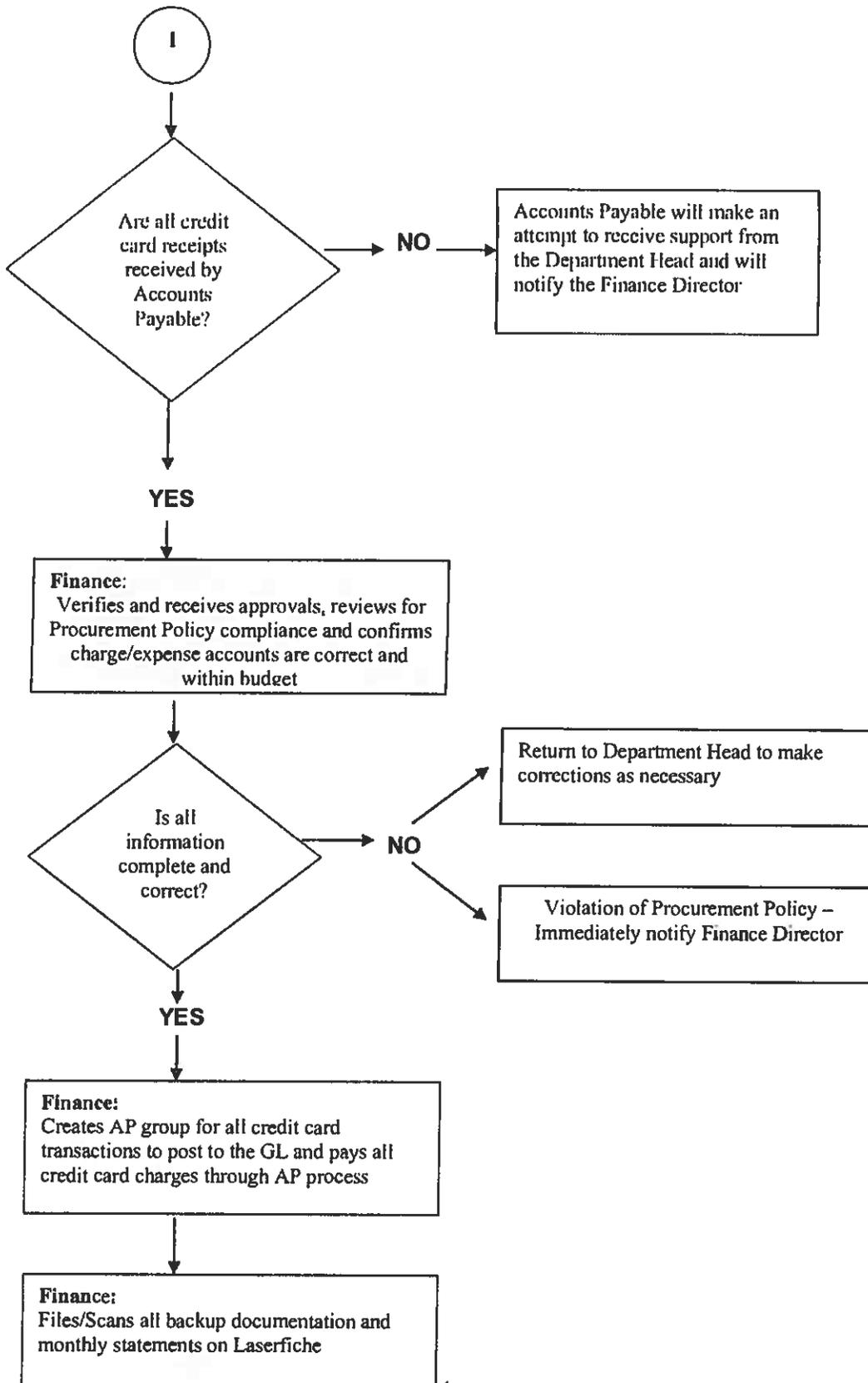


EXHIBIT 8

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <b>TOWN OF PANTEGO</b>	
Address (Street & number, P.O. Box or Route number) <b>1614 SOUTH BOWEN ROAD</b>	Phone (Area code and number) <b>817-274-1381</b>
City, State, ZIP code <b>PANTEGO, TEXAS 76013</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser claims this exemption for the following reason:

**MUNICIPALITY TAX EXEMPT ENTITY ID# 75-1291097**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser 	Title <b>City Manager</b>	Date <b>1-27-14</b>
-------------	--	------------------------------	------------------------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

**TOWN OF PANTEGO - TRAVEL EXPENSE REPORT**

Employee Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ DEPT./DIV. \_\_\_\_\_  
 Destination and Purpose of Trip: \_\_\_\_\_  
 Advance Requested: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_  
 Date of Report: \_\_\_\_\_ Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

**TRIP REPORT**

(TO BE COMPLETED AND RETURNED TO FINANCE WITHIN ONE WEEK OF RETURN)

**1. MEALS (attach receipts)**

Date	Breakfast	Lunch	Dinner	Total
	-	-		
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Meals:	-	-	-	-

**Lodging/Registration/  
Transportation (attach receipts)**

2. Lodging: \_\_\_\_\_  
*Less Parking at Hotel*  
 3. Registration: \_\_\_\_\_  
*Exam & Seminar*  
 4. Transportation: \_\_\_\_\_  
 5. Personal Car: \_\_\_\_\_ miles  
 at \$.575 per mile \_\_\_\_\_  
 Total: \$ \_\_\_\_\_

**6. OTHER EXPENSES (attach receipts)  
(such as tips, telephone, parking, and miscellaneous)**

Date	Item	Total
Total Other Expenses:		-

**TRIP RECONCILIATION**

Total Meals: \$ \_\_\_\_\_  
 Total Lodging/  
 Registration/  
 Transportation: \$ \_\_\_\_\_  
 Total Other  
 Expenses: \_\_\_\_\_  
 Grand Total: \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_  
 Department Manager \_\_\_\_\_ Date \_\_\_\_\_  
 Finance \_\_\_\_\_ Date \_\_\_\_\_

7. Less: Advance \_\_\_\_\_  
 8. Less: Prepaid and/  
 or city credit card: \_\_\_\_\_  
 Due Employee or  
 (Due City): \$ \_\_\_\_\_



THIS PAGE INTENTIONALLY LEFT BLANK



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider actions on a Resolution of the Town Council of the Town of Pantego, authorizing the City Manager to award a bid for construction and to enter into a contract for construction for the Wagonwheel Waterline, Wastewater line replacement and Wagonwheel Bridge rehabilitation.

**Date:** July 27, 2015

**PRESENTER:**

Matt Fielder, City Manager  
Scott Williams, Public Works Director

**BACKGROUND:**

The Wagonwheel waterline, wastewater line and bridge were identified for capital replacement and rehabilitation. Staff, working with Deltatek Engineering posted the Project for a competitive bid and selection method. On July 15, 2015 at 2:00 pm the sealed bids were opened, publicly read and recorded. As specified by contract, Deltatek Engineering audited the bids for accuracy, required bonds and insurance certificates. On July 16, 2015, Deltatek presented the tabulated bids with a letter stating no objection to awarding a construction contract to SYB Construction Company Inc. for the referenced project, in the amount of \$474,492. This amount is \$75,462 more than the \$398,800 that was budgeted for the project. This anticipated difference derives from the aerial crossing water main and valves; replacing a manhole at the bridge due to damage from erosion; additional curb and gutter, sidewalk subsurface rebuild and concrete replacement on the north side of the bridge. Staff is forecasting a savings of \$202,000 from the Park Row Project, less \$50,000 for proposed irrigation for the Streetscape Project. The final saving of \$152,000 will provide the additional capital to cover the difference in the Wagonwheel Project.

**FISCAL IMPACT:**

\$474,492

**RECOMMENDATION:**

Approval and award for the bid for construction and contract for construction with SYB Construction Co.

**ATTACHMENTS:**

Resolution 15-27  
Award letter  
Bid tabulations

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_



July 16, 2015

Mr. Scott Williams  
Town of Pantego  
Director of Public Works  
1614 S. Bowen Road  
Pantego, TX 76013

Reference: Wagonwheel Trail Water and Wastewater  
Line Replacements & Bridge Repairs  
Town of Pantego, Texas  
Bid Recommendation

Dear Mr. Williams:

On July 15, 2015, the Town of Pantego received six (6) responsive sealed bids for the referenced project. These bids have been tabulated and attached to this correspondence for your use. Deltatek Engineering has reviewed these bid documents and submits the following opinion and recommendation.

Based on review of the bid submitted by SYB Construction Co., Inc., and previous experience with this contractor, it is our opinion that the low bidder is qualified to perform this task in accordance with the contract documents. SYB Construction Co., Inc. is currently nearing completion of a project for Town of Pantego. It is our understanding that this project has been performed in a satisfactory manner and Town staff have also provided positive reviews for this contractor.

Deltatek Engineering has no objection to the Town of Pantego awarding this project to SYB Construction Co., Inc., for the lump sum price of \$474,492.00.

Should you have any questions, please call me at 972-255-9500.

Sincerely,  
DELTATEK ENGINEERING

Bahram Niknam, P.E.

Attachments: Bid Tabulation  
Raw Bid Data  
Original Bid Documents

2211 Texas Drive, Irving, Texas 75062  
Firm Registration Number F-4419  
972-255-9500 Fax 972-255-7500  
Email: [bn@deltatekeng.com](mailto:bn@deltatekeng.com)

<b>Bid/Project Name: Wagonwheel Trail Water &amp; Wastewater Line Replacement &amp; Bridge Repairs</b>	
<b>Bid/Project Number</b>	N/A
<b>Bid Opening Date:</b>	July 15, 2015
<b>Bids Issued:</b>	8
<b>Bids Rec'd:</b>	6
<b>1st Addendum:</b>	July 10, 2015



Name of Bidder		SYB Construction Co., Inc.		A&M Construction & Utilities, Inc.			
Address		421 Compton Ave.		4950 Grisham Dr.			
City, State, Zip		Irving, Texas 75061		Rowlett, TX 75088			
Telephone / Fax		972-399-1066/972-399-1586		972-412-0255/972-463-0736			
Email		estimating@sybconstruction.com		rick@amconstructionutility.com			
Contact		Logan Bennet		Abel Beltran			
			Bid 1				Bid 2
BID SCHEDULE							
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$37,237.00	\$37,237.00	\$15,000.00	\$15,000.00
2	Traffic Control	1	LS	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
3	SWPPP	1	LS	\$5,600.00	\$5,600.00	\$3,000.00	\$3,000.00
4	Furnish and Install 8" C900 DR 14 Waterline	1470	LF	\$64.00	\$94,080.00	\$68.00	\$99,960.00
5	Furnish and Install Ductile Iron Fittings	1	TON	\$10.00	\$10.00	\$2,000.00	\$2,000.00
6	Furnish & Install 10" x 10" x 8" Tee	1	LS	\$3,250.00	\$3,250.00	\$1,500.00	\$1,500.00
7	Furnish & Install 8" Tee	1	EA	\$2,850.00	\$2,850.00	\$1,200.00	\$1,200.00
8	Furnish and Install 8" AWWA C-504 Gate Valves	4	EA	\$1,175.00	\$4,700.00	\$1,270.00	\$5,080.00
9	Furnish and Install 10" AWWA C-504 Gate Valves	2	EA	\$1,750.00	\$3,500.00	\$1,900.00	\$3,800.00
10	Furnish and Install Standard Fire Hydrant Assembly	3	EA	\$6,550.00	\$19,650.00	\$7,100.00	\$21,300.00
11	Reconnect to Existing Water Service(Short)	14	EA	\$625.00	\$8,750.00	\$670.00	\$9,380.00
12	Reconnect to Existing Water Service(Long)	13	EA	\$800.00	\$10,400.00	\$980.00	\$12,740.00
13	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SY	\$6.50	\$1,625.00	\$8.50	\$2,125.00
14	Furnish and Install 8" Class 150 Sewer Line	1200	LF	\$78.00	\$93,600.00	\$75.00	\$90,000.00
15	Furnish & Install 48" Diameter Manholes	2	EA	\$3,100.00	\$6,200.00	\$4,800.00	\$9,600.00
16	Furnish & Install wastewater access devices (access chambers)	2	EA	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00
17	Furnish & Install 4" sewer laterals	27	EA	\$950.00	\$25,650.00	\$550.00	\$14,850.00
18	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SF	\$6.50	\$1,625.00	\$8.50	\$2,125.00
19	Furnish and Install 8" C900 DR 14 Waterline	45	LF	\$150.00	\$6,750.00	\$65.00	\$2,925.00
20	Furnish and Install 8" Class 51 D.I. Waterline with Pipe Supports	40	LF	\$225.00	\$9,000.00	\$350.00	\$14,000.00
21	Furnish and Install Ductile Iron Fittings	0.25	TN	\$6,000.00	\$1,500.00	\$1,900.00	\$475.00
22	Furnish & Install 60" Diameter Manholes	1	EA	\$5,700.00	\$5,700.00	\$6,000.00	\$6,000.00
23	Furnish & install 12" PVC SDR 26 Sewer Line	60	LF	\$78.00	\$4,680.00	\$48.00	\$2,880.00

DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltatekeng.com



**Bid/Project Name: Wagonwheel Trail Water & Wastewater Line Replacement & Bridge Repairs**  
**Bid/Project Number** N/A  
**Bid Opening Date:** July 15, 2015  
**Bids Issued:** 8  
**Bids Rec'd:** 6  
**1st Addendum:** July 10, 2015



<b>Name of Bidder</b>	<b>SYB Construction Co., Inc.</b>	<b>A&amp;M Construction &amp; Utilities, Inc.</b>
<b>Address</b>	<b>421 Compton Ave.</b>	<b>4950 Grisham Dr.</b>
<b>City, State, Zip</b>	<b>Irving, Texas 75061</b>	<b>Rowlett, TX 75088</b>
<b>Telephone / Fax</b>	<b>972-399-1066/972-399-1586</b>	<b>972-412-0255/972-463-0736</b>
<b>Email</b>	<b>estimating@sybconstruction.com</b>	<b>rick@amconstructionutility.com</b>
<b>Contact</b>	<b>Logan Bennet</b>	<b>Abel Beltran</b>

<b>BID SCHEDULE</b>	Bid 1	Bid 2
---------------------	-------	-------

#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
24	Furnish & install 8" PVC SDR 26 Sewer Line	40	LF	\$71.00	\$2,840.00	\$40.00	\$1,600.00
25	Demolish existing & reconstruct new storm sewer inlets	2	EA	\$3,500.00	\$7,000.00	\$700.00	\$1,400.00
26	Remove existing and install new channel walls	50	LF	\$200.00	\$10,000.00	\$108.00	\$5,400.00
27	Remove existing and install new channel walls	50	SF	\$40.00	\$2,000.00	\$136.00	\$6,800.00
28	Furnish & install guardrail	1	LS	\$3,450.00	\$3,450.00	\$5,000.00	\$5,000.00
29	Remove & Replace Concrete Curb and Gutter	350	LF	\$42.00	\$14,700.00	\$25.00	\$8,750.00
30	Remove & Replace Concrete Driveway & Approach	1	LS	\$1,125.00	\$1,125.00	\$3,500.00	\$3,500.00
31	Remove & Replace 4" sidewalk	145	SY	\$54.00	\$7,830.00	\$64.00	\$9,280.00
32	Remove & Replace Existing Asphalt Pavement(4" Class B)	450	SY	\$55.00	\$24,750.00	\$80.00	\$36,000.00
33	Mill entire street 2" from Park Row to Peachtree	4200	SY	\$4.75	\$19,950.00	\$10.00	\$42,000.00
34	Culvert Repair per detail	80	LF	\$78.00	\$6,240.00	\$30.00	\$2,400.00
35	Crack Repair as Directed	50	LF	\$78.00	\$3,900.00	\$70.00	\$3,500.00
36	Wooden retaining wall protection, removal, replacement, repair as required	1	LS	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
38	Site Restoration to original or better condition including seeding, sodding, and cleanup	500	SY	\$6.50	\$3,250.00	\$8.50	\$4,250.00
39	Construction Contingency to be used only as directed in writing by the Owner & Engineer	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>TOTAL ALL BID ITEMS:</b>					<b>\$474,492.00</b>		<b>\$475,820.00</b>

<b>Notes:</b>	<b>Low Bid Vendor Acknowledged Addendum 1 Bid Bond Included</b>	<b>Acknowledged Addendum 1 Bid Bond Included</b>
---------------	---	--

**Low Bid Vendor:** SYB Construction Co., Inc.



DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltatekeng.com

**Bid/Project Name: Wagonwheel Trail Water & Wastewater Line Replacement & Bridge Repairs**  
**Bid/Project Number** N/A  
**Bid Opening Date:** July 15, 2015  
**Bids Issued:** 8  
**Bids Rec'd:** 6  
**1st Addendum:** July 10, 2015



Name of Bidder		Rey-Mar Construction		Gra-Tex Utilities, Inc			
Address		3416 Reed St.		605 Prairie St.			
City, State, Zip		Fort Worth, TX 76119		Arlington, TX 76011			
Telephone / Fax		817-535-3451/817-535-0153		817-276-5800/817-276-5804			
Email		reymar.construction@gmail.com		gratex@sbcglobal.net			
Contact		David Martinez		Sheldon Rosenbaum			
Bid 3				Bid 4			
BID SCHEDULE							
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00
2	Traffic Control	1	LS	\$5,750.00	\$5,750.00	\$1,200.00	\$1,200.00
3	SWPPP	1	LS	\$5,500.00	\$5,500.00	\$3,800.00	\$3,800.00
4	Furnish and Install 8" C900 DR 14 Waterline	1470	LF	\$59.00	\$86,730.00	\$100.00	\$147,000.00
5	Furnish and Install Ductile Iron Fittings	1	TON	\$7,800.00	\$7,800.00	\$3,500.00	\$3,500.00
6	Furnish & Install 10" x 10" x 8" Tee	1	LS	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
7	Furnish & Install 8" Tee	1	EA	\$2,800.00	\$2,800.00	\$1,200.00	\$1,200.00
8	Furnish and Install 8" AWWA C-504 Gate Valves	4	EA	\$6,800.00	\$27,200.00	\$2,500.00	\$10,000.00
9	Furnish and Install 10" AWWA C-504 Gate Valves	2	EA	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00
10	Furnish and Install Standard Fire Hydrant Assembly	3	EA	\$9,000.00	\$27,000.00	\$6,500.00	\$19,500.00
11	Reconnect to Existing Water Service(Short)	14	EA	\$1,750.00	\$24,500.00	\$1,200.00	\$16,800.00
12	Reconnect to Existing Water Service(Long)	13	EA	\$2,850.00	\$37,050.00	\$1,500.00	\$19,500.00
13	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SY	\$14.00	\$3,500.00	\$8.00	\$2,000.00
14	Furnish and Install 8" Class 150 Sewer Line	1200	LF	\$65.00	\$78,000.00	\$120.00	\$144,000.00
15	Furnish & Install 48" Diameter Manholes	2	EA	\$4,000.00	\$8,000.00	\$7,500.00	\$15,000.00
16	Furnish & Install wastewater access devices (access chambers)	2	EA	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00
17	Furnish & Install 4" sewer laterals	27	EA	\$1,600.00	\$43,200.00	\$1,200.00	\$32,400.00
18	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SF	\$14.00	\$3,500.00	\$8.00	\$2,000.00
19	Furnish and Install 8" C900 DR 14 Waterline	45	LF	\$79.00	\$3,555.00	\$85.00	\$3,825.00
20	Furnish and Install 8" Class 51 D.I. Waterline with Pipe Supports	40	LF	\$100.00	\$4,000.00	\$175.00	\$7,000.00
21	Furnish and Install Ductile Iron Fittings	0.25	TN	\$2,500.00	\$625.00	\$4,000.00	\$1,000.00
22	Furnish & Install 60" Diameter Manholes	1	EA	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
23	Furnish & install 12" PVC SDR 26 Sewer Line	60	LF	\$88.00	\$5,280.00	\$150.00	\$9,000.00

DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltekeng.com



**Bid/Project Name:** Wagonwheel Trail Water & Wastewater Line Replacement & Bridge Repairs  
**Bid/Project Number:** N/A  
**Bid Opening Date:** July 15, 2015  
**Bids Issued:** 8  
**Bids Rec'd:** 6  
**1st Addendum:** July 10, 2015



Name of Bidder		Rey-Mar Construction		Gra-Tex Utilities, Inc			
Address		3416 Reed St.		605 Prairie St.			
City, State, Zip		Fort Worth, TX 76119		Arlington, TX 76011			
Telephone / Fax		817-535-3451/817-535-0153		817-276-5800/817-276-5804			
Email		reymar.construction@gmail.com		gratex@sbcglobal.net			
Contact		David Martinez		Sheldon Rosenbaum			
<b>BID SCHEDULE</b>			Bid 3			Bid 4	
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
24	Furnish & install 8" PVC SDR 26 Sewer Line	40	LF	\$90.00	\$3,600.00	\$120.00	\$4,800.00
25	Demolish existing & reconstruct new storm sewer inlets	2	EA	\$2,800.00	\$5,600.00	\$4,000.00	\$8,000.00
26	Remove existing and install new channel walls	50	LF	\$170.00	\$8,500.00	\$160.00	\$8,000.00
27	Remove existing and install new channel walls	50	SF	\$89.00	\$4,450.00	\$50.00	\$2,500.00
28	Furnish & install guardrail	1	LS	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00
29	Remove & Replace Concrete Curb and Gutter	350	LF	\$38.00	\$13,300.00	\$52.00	\$18,200.00
30	Remove & Replace Concrete Driveway & Approach	1	LS	\$5,500.00	\$5,500.00	\$3,500.00	\$3,500.00
31	Remove & Replace 4" sidewalk	145	SY	\$58.00	\$8,410.00	\$48.00	\$6,960.00
32	Remove & Replace Existing Asphalt Pavement(4" Class B)	450	SY	\$25.00	\$11,250.00	\$50.00	\$22,500.00
33	Mill entire street 2" from Park Row to Peachtree	4200	SY	\$5.00	\$21,000.00	\$6.00	\$25,200.00
34	Culvert Repair per detail	80	LF	\$63.00	\$5,040.00	\$160.00	\$12,800.00
35	Crack Repair as Directed	50	LF	\$55.00	\$2,750.00	\$50.00	\$2,500.00
36	Wooden retaining wall protection, removal, replacement, repair as required	1	LS	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00
38	Site Restoration to original or better condition including seeding, sodding, and cleanup	500	SY	\$14.00	\$7,000.00	\$8.00	\$4,000.00
39	Construction Contingency to be used only as directed in writing by the Owner & Engineer	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
<b>TOTAL ALL BID ITEMS:</b>					<b>\$521,140.00</b>		<b>\$617,885.00</b>
<b>Notes:</b>		<b>Acknowledged Addendum 1 Bid Bond Included Math Error in Bid Item 8 Did not impact Overall Bid Result</b>			<b>Acknowledged Addendum 1 Bid Bond Included</b>		

**Low Bid Vendor:** SYB Construction Co., Inc.



DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltatekeng.com

<b>Bid/Project Name: Wagonwheel Trail Water &amp; Wastewater Line Replacement &amp; Bridge Repairs</b>	
<b>Bid/Project Number</b>	N/A
<b>Bid Opening Date:</b>	July 15, 2015
<b>Bids Issued:</b>	8
<b>Bids Rec'd:</b>	6
<b>1st Addendum:</b>	July 10, 2015



Name of Bidder		Address		City, State, Zip		Telephone / Fax		Email		Contact	
Canary Construction		523 Greenwich Ln		Coppell, TX 75019		469-464-3823/972-462-0872		cfcanary@hotmail.com		Cary Fogus	
Atkins Bros. Equip. Co., Inc.		3516 Old Ft. Worth Rd.		Midlothian, TX 76065		972-723-1044/972-775-4403		satkins@ectisp.net		Shelly Atkins	
Bid 5						Bid 6					
BID SCHEDULE											
#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	1	LS	\$15,800.00	\$15,800.00	\$10,000.00	\$10,000.00				
2	Traffic Control	1	LS	\$890.00	\$890.00	\$4,000.00	\$4,000.00				
3	SWPPP	1	LS	\$1,560.00	\$1,560.00	\$2,000.00	\$2,000.00				
4	Furnish and Install 8" C900 DR 14 Waterline	1470	LF	\$95.00	\$139,650.00	\$90.00	\$132,300.00				
5	Furnish and Install Ductile Iron Fittings	1	TON	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00				
6	Furnish & Install 10" x 10" x 8" Tee	1	LS	\$900.00	\$900.00	\$500.00	\$500.00				
7	Furnish & Install 8" Tee	1	EA	\$500.00	\$500.00	\$500.00	\$500.00				
8	Furnish and Install 8" AWWA C-504 Gate Valves	4	EA	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00				
9	Furnish and Install 10" AWWA C-504 Gate Valves	2	EA	\$1,650.00	\$3,300.00	\$2,000.00	\$4,000.00				
10	Furnish and Install Standard Fire Hydrant Assembly	3	EA	\$4,560.00	\$13,680.00	\$4,000.00	\$12,000.00				
11	Reconnect to Existing Water Service(Short)	14	EA	\$958.00	\$13,412.00	\$700.00	\$9,800.00				
12	Reconnect to Existing Water Service(Long)	13	EA	\$1,585.00	\$20,605.00	\$1,500.00	\$19,500.00				
13	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SY	\$8.00	\$2,000.00	\$3,500.00	\$875,000.00				
14	Furnish and Install 8" Class 150 Sewer Line	1200	LF	\$95.00	\$114,000.00	\$80.00	\$96,000.00				
15	Furnish & Install 48" Diameter Manholes	2	EA	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00				
16	Furnish & Install wastewater access devices (access chambers)	2	EA	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00				
17	Furnish & Install 4" sewer laterals	27	EA	\$1,560.00	\$42,120.00	\$2,000.00	\$54,000.00				
18	Site Restoration to original or better condition including seeding, sodding, and cleanup	250	SF	\$8.00	\$2,000.00	\$3,000.00	\$750,000.00				
19	Furnish and Install 8" C900 DR 14 Waterline	45	LF	\$125.00	\$5,625.00	\$100.00	\$4,500.00				
20	Furnish and Install 8" Class 51 D.I. Waterline with Pipe Supports	40	LF	\$210.00	\$8,400.00	\$600.00	\$24,000.00				
21	Furnish and Install Ductile Iron Fittings	0.25	TN	\$8,000.00	\$2,000.00	\$3,000.00	\$750.00				
22	Furnish & Install 60" Diameter Manholes	1	EA	\$5,600.00	\$5,600.00	\$7,000.00	\$7,000.00				
23	Furnish & install 12" PVC SDR 26 Sewer Line	60	LF	\$110.00	\$6,600.00	\$110.00	\$6,600.00				

DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltatekeng.com



**Bid/Project Name:** Wagonwheel Trail Water & Wastewater Line Replacement & Bridge Repairs  
**Bid/Project Number:** N/A  
**Bid Opening Date:** July 15, 2015  
**Bids Issued:** 8  
**Bids Rec'd:** 6  
**1st Addendum:** July 10, 2015



<b>Name of Bidder</b>	Canary Construction	Atkins Bros. Equip. Co., Inc.
<b>Address</b>	523 Greenwich Ln	3516 Old Ft. Worth Rd.
<b>City, State, Zip</b>	Coppell, TX 75019	Midlothian, TX 76065
<b>Telephone / Fax</b>	469-464-3823/972-462-0872	972-723-1044/972-775-4403
<b>Email</b>	cfcarnary@hotmail.com	satkins@ectisp.net
<b>Contact</b>	Cary Fogus	Shelly Atkins

**BID SCHEDULE** Bid 5 Bid 6

#	Item	Qty	Unit	Unit Price	Extended Price	Unit Price	Extended Price
24	Furnish & install 8" PVC SDR 26 Sewer Line	40	LF	\$90.00	\$3,600.00	\$105.00	\$4,200.00
25	Demolish existing & reconstruct new storm sewer inlets	2	EA	\$2,000.00	\$4,000.00	\$5,000.00	\$10,000.00
26	Remove existing and install new channel walls	50	LF	\$250.00	\$12,500.00	\$300.00	\$15,000.00
27	Remove existing and install new channel walls	50	SF	\$240.00	\$12,000.00	\$300.00	\$15,000.00
28	Furnish & install guardrail	1	LS	\$23,000.00	\$23,000.00	\$7,000.00	\$7,000.00
29	Remove & Replace Concrete Curb and Gutter	350	LF	\$50.00	\$17,500.00	\$50.00	\$17,500.00
30	Remove & Replace Concrete Driveway & Approach	1	LS	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
31	Remove & Replace 4" sidewalk	145	SY	\$65.00	\$9,425.00	\$70.00	\$10,150.00
32	Remove & Replace Existing Asphalt Pavement(4" Class B)	450	SY	\$75.00	\$33,750.00	\$60.00	\$27,000.00
33	Mill entire street 2" from Park Row to Peachtree	4200	SY	\$10.00	\$42,000.00	\$10.00	\$42,000.00
34	Culvert Repair per detail	80	LF	\$160.00	\$12,800.00	\$300.00	\$24,000.00
35	Crack Repair as Directed	50	LF	\$140.00	\$7,000.00	\$100.00	\$5,000.00
36	Wooden retaining wall protection, removal, replacement, repair as required	1	LS	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
38	Site Restoration to original or better condition including seeding, sodding, and cleanup	500	SY	\$8.00	\$4,000.00	\$40.00	\$20,000.00
39	Construction Contingency to be used only as directed in writing by the Owner & Engineer	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

<b>TOTAL ALL BID ITEMS:</b>					<b>\$627,717.00</b>		<b>\$2,253,300.00</b>
-----------------------------	--	--	--	--	---------------------	--	-----------------------

<b>Notes:</b>	<b>Acknowledged Addendum 1 Bid Bond Included</b>	<b>Acknowledged Addendum 1 Bid Bond Included</b>
---------------	--	--

**Low Bid Vendor:** SYB Construction Co., Inc.



DELTATEK ENGINEERING  
 FIRM REGISTRATION NO. F-4419  
 2211 TEXAS DRIVE  
 IRVING, TEXAS 75062  
 972-255-9500  
 bn@deltatekeng.com





# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider actions on a Resolution of the Town Council of the Town of Pantego, authorizing the City Manager to enter into an Inter-local Cooperative Agreement with the City of Desoto.

**Date:** July 27, 2015

---

**PRESENTER:**

Matthew Fielder, City Manager  
Scott Williams, Public Works Director

**BACKGROUND:**

An Inter-local Cooperative Agreement with the City of Desoto would allow the Town of Pantego to purchase products and services under the City of Desoto's competitively bid contracts. This type of agreement would allow the Town of Pantego to receive very competitive pricing due to the volume of participant local governments joining in such an agreement. The City of Desoto currently has a contract with C & M Concrete Contracting, which is a Cooperative Agreement and by entering into an Inter-local Agreement with the City of Desoto the Town of Pantego can "piggy back" on that contract with the intent to provide the Bowen Road paving repairs with the provided funds in the FY14-15 budget.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends authorizing the City Manager to enter into an Inter-local Cooperative Agreement with the City of Desoto

**ATTACHMENTS:**

Resolution 15-28  
Inter-local Agreement – Desoto

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_

**RESOLUTION NO. 15-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH AND BETWEEN THE CITY OF DESOTO, TEXAS, TO ESTABLISH A COOPERATIVE PURCHASING PROGRAM ALLOWING EACH PARTY TO PURCHASE GOODS AND SERVICES UNDER EACH OTHER'S COMPETITIVELY BID CONTRACTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- WHEREAS,** this agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and
- WHEREAS,** Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and
- WHEREAS,** a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and
- WHEREAS,** each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and
- WHEREAS,** the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS:**

- Section 1:** the Town Council authorizes the City Manager to enter into an interlocal agreement with the City of Desoto, Texas to establish a Cooperative Purchasing Program allowing each party to purchase goods and services under each other's competitively bid contracts.
- Section 2:** the Town Council agrees and accepts the terms and conditions of the interlocal agreement as presented by the City of Desoto in "Exhibit A".
- Section 3:** this resolution is effective immediately upon passage.

**PASSED AND APPROVED this the 27<sup>th</sup> day of July 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.**

\_\_\_\_\_  
**Melody Paradise, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Julie Arrington, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**James T. Jeffrey, Jr., City Attorney**

**STATE OF TEXAS** §  
**COUNTY OF DALLAS** § **INTERLOCAL COOPERATION AGREEMENT**  
 §

This Inter-local Cooperation Agreement (“Agreement”) is by and between the City of DeSoto, Texas (“DeSoto”), and the Town of Pantego, Texas (“Pantego”), acting by and through their authorized officers.

**RECITALS:**

**WHEREAS**, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

**WHEREAS**, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

**ARTICLE II**  
**TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof July 27, 2015. Thereafter, this Agreement shall automatically renew for

successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

### **ARTICLE III TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

### **ARTICLE IV PURCHASING**

The City Manager or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

### **ARTICLE V MISCELLANEOUS**

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

5.8 **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**TOWN OF PANTEGO, TEXAS**

By: \_\_\_\_\_  
MELODY PARADISE, MAYOR

**ATTEST:**

By: \_\_\_\_\_  
JULIE ARRINGTON, CITY SECRETARY

**APPROVED AS TO FORM**

\_\_\_\_\_  
JIM JEFFREY, City Attorney



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider actions on a Resolution of the Town Council of the Town of Pantego, authorizing the City Manager to proceed with Bowen Rd. paving repairs through an Inter-local Cooperative Agreement with the City of Desoto and a Contract with C& M Concrete Contractors.

**Date:** July 27, 2015

---

**PRESENTER:**

Matthew Fielder, City Manager  
 Scott Williams, Public Works Director

**BACKGROUND:**

Through the provision of an Inter-local Cooperative Agreement with the City of Desoto, staff seeks Council's approval to spend an amount not to exceed \$95,000 for pavement repairs on Bowen Road, between Park Row and Arkansas. The City of Desoto previously developed an Annual Price Agreement for Concrete Improvements through the competitive bid process and awarded a Contract to C & M Concrete Contracting. The Contract allows for any local government that has an Inter-local Cooperative Agreement with the City of Desoto to utilize the Contract for services. The Council provided \$100,000 for Bowen Road pavement repairs in the FY14-15 budget. Staff seeks Council's approval to proceed with the Bowen Road pavement repairs through the Contract with C & M Concrete Contractors and the City of Desoto in an amount not to exceed \$95,000.

**FISCAL IMPACT:**

\$95,000

**RECOMMENDATION:**

Staff recommends authorizing the City Manager to proceed with Bowen Rd. pavement repairs through an Inter-local Cooperative Agreement with the City of Desoto and a Contract with C & M Concrete Contractors in an amount not to exceed \$95,000

**ATTACHMENTS:**

Resolution 15-29  
 C & M Concrete Contracting Bid

Director's Review: \_\_\_\_\_  
 City Manager's Review: \_\_\_\_\_

**RESOLUTION NO. 15-29**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE BOWEN ROAD PAVING REPAIRS IN AN AMOUNT NOT TO EXCEED \$95,000.00; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Council of the Town of Pantego has entered into an Interlocal Cooperative Purchasing Agreement with the City of Desoto for the completion of the Bowen Road paving repairs; and

**WHEREAS,** a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS,** the Town Council of the Town of Pantego believes it to be in the best interest of the town to proceed with the paving repairs on Bowen Road; and

**WHEREAS,** C & M Concrete Contracting is the bid recipient for the City of Desoto's bid process and has agreed to perform work for all municipalities that have entered into the Interlocal Cooperative Purchasing Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS THAT:**

**Section 1:** The Town Council hereby authorizes the City Manager to proceed with the Bowen Road paving repairs.

**Section 2:** The Town agrees to compensate C & M Concrete Contracting for the repairs to Bowen Road in an amount not to exceed \$95,000.00.

**Section 3:** This resolution is effective immediately upon passage.

**PASSED AND APPROVED this the 27<sup>th</sup> day of July 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions.**

\_\_\_\_\_  
**Melody Paradise, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Julie Arrington, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Jim Jeffrey, City Attorney**



**CITY OF DESOTO  
INVITATION TO BID**



**BID NUMBER: DST-1502-RFB**

**DATE: March 25, 2015**

**DUE DATE: Wednesday, April 8, 2015 @ 2:00 P.M.**

The City of DeSoto is accepting Competitive Sealed Bids for an **Annual Price Agreement For Concrete Improvements** with an option for two (2) additional one-year renewals if, both parties agree.

**BIDDERS MUST SUBMIT THE COMPLETE ORIGINAL BID PACKET.** They will be received by the Purchasing Department at 211 East Pleasant Run Rd, DeSoto, Texas 75115 **UNTIL 2:00 P.M. LOCAL TIME, Wednesday, April 8, 2015** and then publicly opened and read aloud for products/services listed above.

Specifications, bid proposal forms and instructions to bidders are posted on [www.publicpurchase.com](http://www.publicpurchase.com) for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the bid. Also, should a vendor bid an alternate, any test costs to prove equality of product will be at the expense of the vendor, not the City of DeSoto.

Any bids received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.

**Any technical questions should be directed to Matt Miser, Street Operation Superintendent at [mmiser@desototexas.gov](mailto:mmiser@desototexas.gov)**

The City of DeSoto reserves the right to reject any or all bids, in whole or part, to waive any informality in any bid, and to accept the bid which, in its discretion, in the best interest in the City of DeSoto.

Tayo Sokale, CPPO, CPCM  
Purchasing Manager

## BIDDERS-READ VERY IMPORTANT

**\*\*\* VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.\*\*\***

### BID PACKET

You must submit every document that is in the bid packet.

#### PERIOD OF CONTRACT:

Contract will be for a period of one (1) year from the date of City Council approval with an option to renew for two (2) additional one (1) year periods, if both parties agree.

#### GENERAL CONDITIONS:

This contract shall be for the primary purpose of providing Concrete Improvements services. However, the City of DeSoto reserves the right to purchase services from the next two lowest bidders should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of DeSoto reserves the right to purchase services on the open market.

#### ORDERING:

Material furnished under this contract shall be ordered by the issuance of a purchase order by the City of DeSoto.

#### CANCELLATION OF CONTRACT:

The City of DeSoto may terminate this contract with a thirty (30) day written notice.

#### INVOICING:

Invoices will be sent to the following:

City of DeSoto Street Department  
C/O Matt Miser  
809 West Spinner Rd.  
DeSoto, Texas 75115

#### NON-APPROPRIATION FUNDS:

Non-appropriation of funds for services purchases by the City of DeSoto shall render this contract null and void.

#### INSURANCE REQUIREMENTS:

Please read the City of DeSoto insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.

#### QUESTIONS:

Any questions regarding these specifications or contract may be directed to Matt Miser, Street Operations Superintendent, at [mmiser@desototexas.gov](mailto:mmiser@desototexas.gov) on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m

## INTENT

It is the intent of these specifications to describe the Concrete Improvements for which the City of DeSoto is requesting bids, in order to establish an annual contract. The contract will be for the period of one year from the date of award with an option for two (2) annual renewals.

The contract awarded as a result of this Invitation to Bid shall be for a period of one (1) year from the date of the award. The City of DeSoto reserves the right to renew the contract for two (2) annual renewals, if it is in the City's best interest and agreed upon by the successful bidder.

- Successful bidder will be awarded contract for one year from date of council approval with an option to renew for two (2) annual renewals, with a 30-day written notification.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where cannot be done by the primary source receiving the award.

## MINIMUM SPECIFICATIONS

The City of DeSoto is requesting bids for the concrete improvements of sidewalks, alleys, approaches and streets. Bids should include the complete cost new sidewalk construction and the complete cost for sawing, routing, and crack sealing for repair work. All improvements shall meet the City of DeSoto specifications. Low bidder is to supply all barricades and plates in conformance with the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.

A list of projects to be completed will be provided to the contractor throughout the year. Once the list of projects is received, the Contractor will have ten (10) days to begin construction. Once construction begins, all work on sidewalks and curb and gutter must be completed within fourteen (14) days. Street and alley repairs must be completed within twenty-eight (28) days to include curing. All street and alley work must be plated during curing period to allow traffic flow. Work not completed within the respective fourteen (14) and twenty-eight (28) day time period will be subject to liquidated damages as outlined below.

## LIQUIDATED DAMAGES FOR DELAY

**LIQUIDATED DAMAGES FOR DELAY:** Time is of the essence in the completion of projects under this contract because the completion of these projects will enable the City of DeSoto to provide and/or improve certain municipal services for which there is a substantial and immediate need. While it is difficult to determine the exact amount of damages which the City of DeSoto and the citizens and taxpayers of DeSoto may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day a project list remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of DeSoto shall withhold and deduct from the Contractor's total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

<b>Amount of Contract</b>	<b>Amount of Liquidated DAMAGES</b>
Less than \$5,000	\$60.00 per day
\$5,000 to \$14,999.99	\$80.00 per day
\$15,000 to \$24,999.99	\$100.00 per day
\$25,000 to \$49,999.99	\$120.00 per day
\$50,000 to \$99,999.99	\$160.00 per day
\$100,000.00 to \$1,000,000.00	\$240.00 per day
More than \$1,000,000.00	\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of DeSoto as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of DeSoto as such. This provision shall not in any way be construed to impose a "penalty" upon the Bidder.

**TERMINATION CLAUSE:** Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

**BID PROPOSAL SHEET**

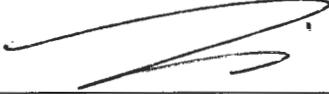
Quantities listed below are estimates only. The City of DeSoto does not agree to buy a minimum or maximum quantity during the course of this contract.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>TOTAL PRICE</u></b>
1.	New 4" Reinforced <b>3,600 PSI</b> concrete sidewalk with limestone aggregate, no Fly Ash, complete in place.	Less than 500 SF	\$3.65
		501 to 4,000 SF	\$3.55
		4,001 to 10,000 SF	\$3.50
2.	New 4" Reinforced <b>3,600 PSI</b> concrete sidewalk with limestone aggregate, no fly ash, complete in place. <b>(Labor Only)</b>	Less than 500 SF	\$1.85
		501 to 4,000 SF	\$1.85
		4,001 to 10,000 SF	\$1.85
3.	Remove & Replace 4" reinforced <b>3,600 PSI</b> concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF	\$6.95
		501 to 4,000 SF	\$6.95
		4,001 to 10,000 SF	\$6.50
4.	Remove & Replace 6" reinforced <b>3,600 PSI</b> concrete sidewalk with limestone aggregate, no fly ash, complete in place.	Less than 500 SF	<b>\$7.25</b>
		501 to 4,000 SF	\$7.25
		4,001 to 10,000 SF	\$7.00
5.	Remove & Replace 6" reinforced <b>3,600 PSI</b> concrete alley with limestone aggregate, no fly ash, complete in place.	Less than 500 SY	\$70.50
		501 to 1,000 SY	\$64.00
6.	Remove & Replace 6" reinforced <b>3,600 PSI</b> concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY	\$70.50
		101 to 400 SY	\$64.00
7.	Remove & Replace 6" reinforced <b>3,600 PSI</b> concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY	\$70.50
		51 to 150 SY	\$69.69
8.	Remove & Replace 6" reinforced <b>4,000 PSI</b> concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 100 SY	\$70.70
		101 to 400 SY	\$70.00
9.	Remove & Replace 6" reinforced <b>3,600 PSI</b> concrete curb with 12" Gutter with limestone aggregate, no fly ash, complete in place.	Less than 500 SY	\$25.00
		501 to 1,000 SY	\$10.00
10.	Remove & Replace 8" reinforced <b>3,600 PSI</b> concrete street paving with limestone aggregate, no fly ash, complete in place.	Less than 50 SY	\$75.00
		51 to 150 SY	\$70.90

Company Name: C&M Concrete Contracting

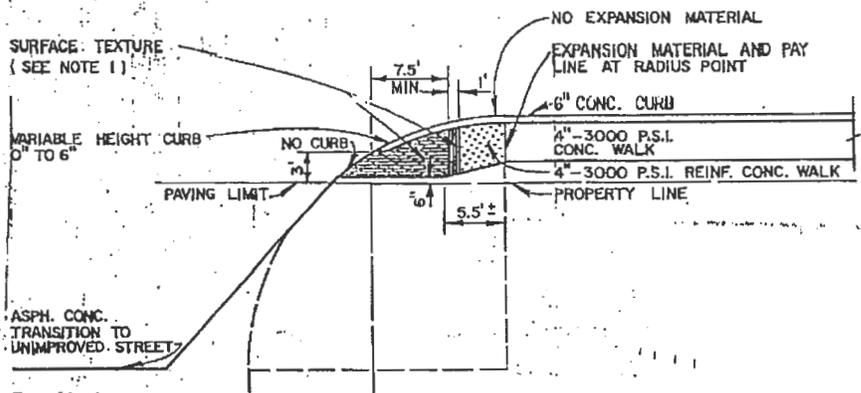
Address: 362 Linkview dr Duncanville TX 75137

Authorized Contact : Chris Bowen

Signature: \_\_\_\_\_ 

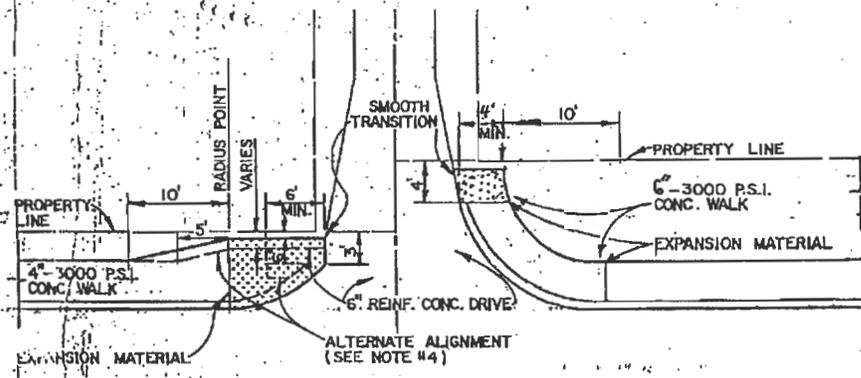
Telephone Number:(972) 965-4781

Fax Number: (214) 688-0358



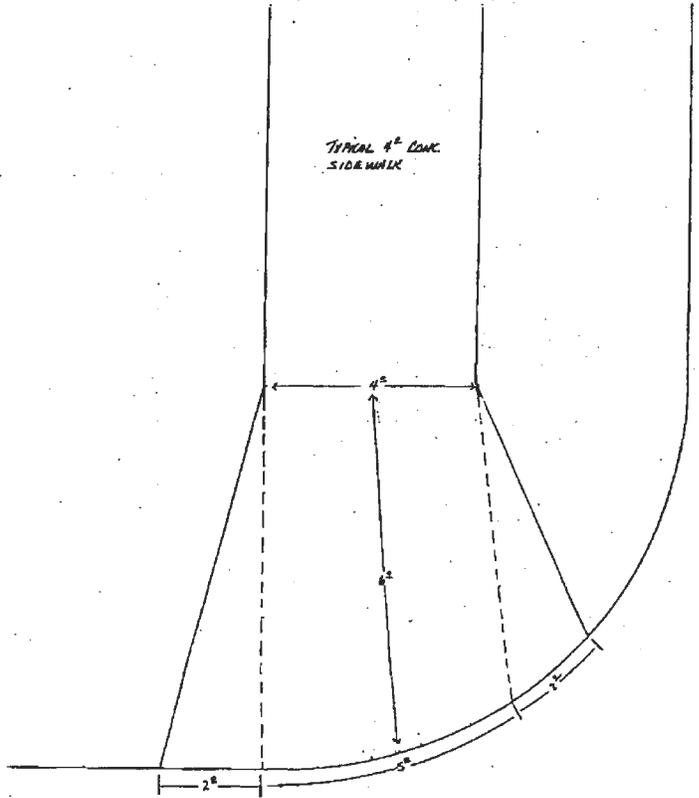
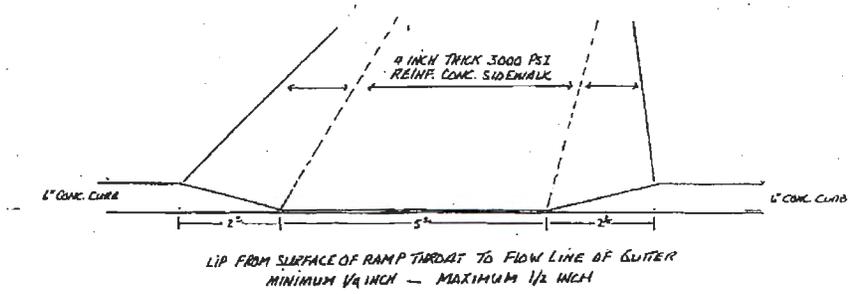
**BARRIER FREE RAMP AT INTERSECTION  
WITH RESTRICTED RIGHT OF WAY**

(WALK ABUTTING CURB)  
SCALE: 3/32" = 1'-0"



**BARRIER FREE RAMPS  
AT ALLEYS**

SCALE: 3/32" = 1'-0"



### ADA VARIABLE RAMP FOR SIDEWALK SET BACK FROM CURB

1998 STREET RECONSTRUCTION PROGRAM

CITY OF DES MOINES DEVELOPMENT SERVICES  
DESIGN/DRAW J.K. 1995

## STREET REPAIRS

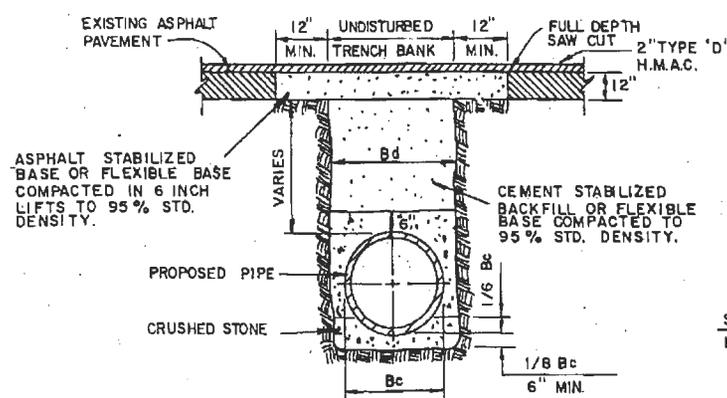
EMENT STABILIZED BACKFILL SHALL CONSIST OF A MIXTURE OF CLEAN SAND AND TWO (2) SACKS OF CEMENT PER CUBIC YARD OF SAND. ALL MATERIALS SHALL BE MIXED IN A CONCRETE MIXER OR TRANSIT MIXER. THE STABILIZED BACKFILL SHALL BE COMPACTED IN A MOIST CONDITION.

LE BASE SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN S.D.H.P.T. ITEM 248 "FLEXIBLE ASPHALT STABILIZED BASE", AND SHALL BE TYPE A, GRADE 1 MATERIAL.

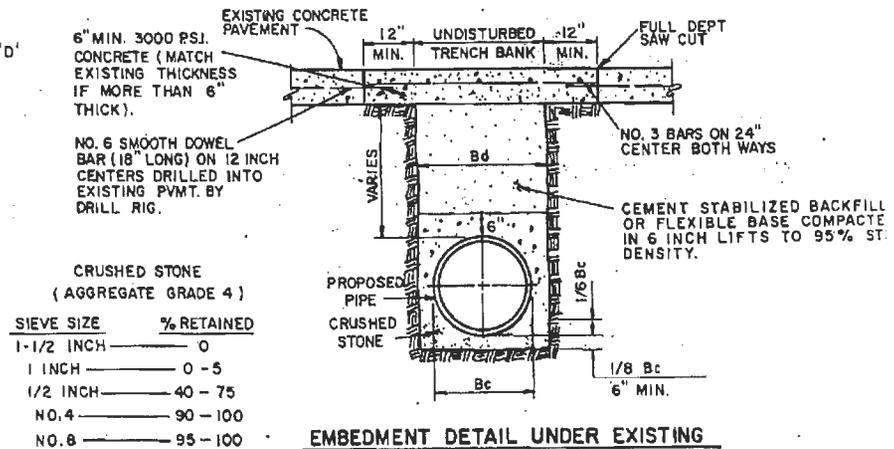
SPHALT STABILIZED BASE SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN S.D.H.P.T. ITEM 292 "ASPHALT STABILIZED BASE", GRADE 2.

TRENCH SAFETY PROVISIONS SHALL APPLY ON ALL TRENCHES AND EXCAVATIONS.

ARRICADE AND TRAFFIC CONTROL PLANS SHALL BE REQUIRED AND SHALL HAVE THE APPROVAL OF THE CITY ENGINEER.



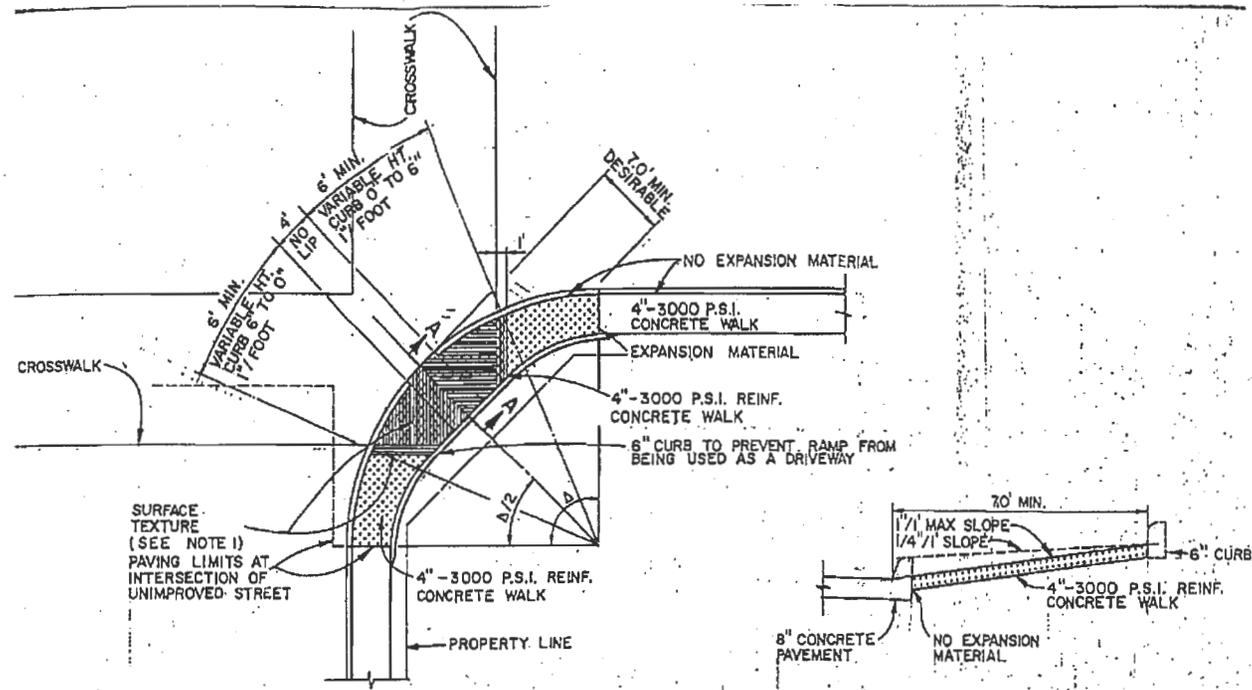
**EMBEDMENT DETAIL UNDER EXISTING  
ASPHALT PAVEMENT  
STREET REPAIR**



**EMBEDMENT DETAIL UNDER EXISTING  
CONCRETE PAVEMENT  
STREET REPAIR**

CRUSHED STONE  
(AGGREGATE GRADE 4)

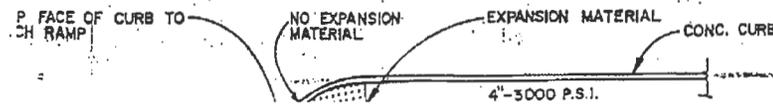
SIEVE SIZE	% RETAINED
1-1/2 INCH	0
1 INCH	0 - 5
1/2 INCH	40 - 75
NO. 4	90 - 100
NO. 8	95 - 100



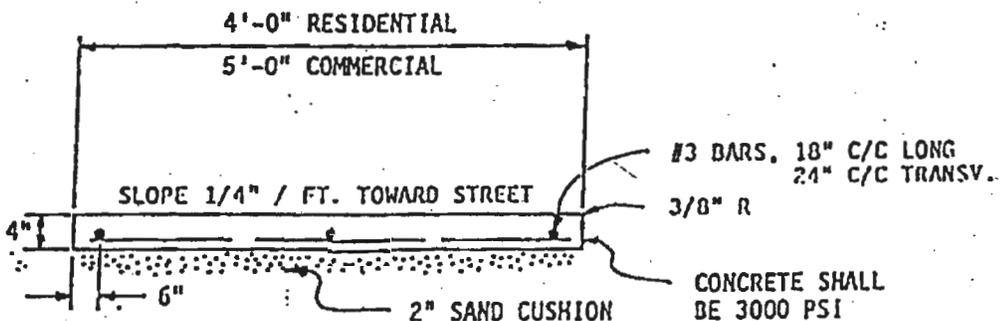
**BARRIER FREE RAMP DETAIL  
AT INTERSECTING STREET**

(WALK ABUTTING CURB)  
SCALE: 3/32" = 1'-0"

**SECTION A-A  
NOT TO SCALE**



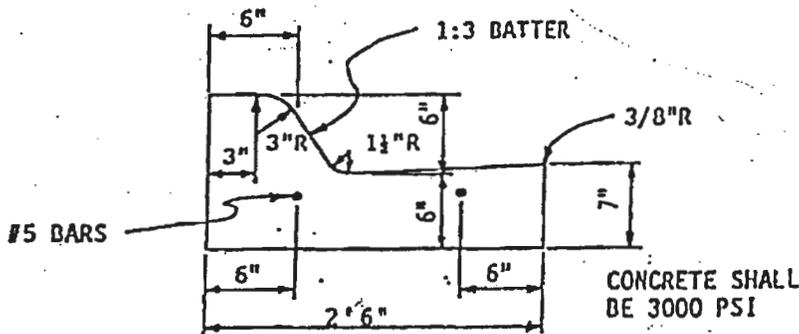
# STANDARD DETAILS



NOTE: SPACE 3/4" PREMOLDED EXPANSION JOINT FILLER WITH 3 #3 DOWELS AT 25'-0" MAX. AND MARKING AT 5'-0" INTERVALS ON SIDEWALK.

## CONCRETE SIDEWALK

NO SCALE



## CONCRETE CURB & GUTTER

NO SCALE



CITY OF DESOTO, TEXAS

**SUBMITTAL OF BID:**

**REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS “NON-RESPONSIVE TO SPECIFICATIONS” AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Be sure envelope is completely and properly identified and sealed, showing the bid number, bid due date and bid name in the lower left hand corner. Failure to comply may result in a late bid delivery.  
**LATE BIDS WILL NOT BE ACCEPTED!**

**Mailing Address or Hand Delivery or Delivery Service**

**City of DeSoto  
Purchasing Department  
211 East Pleasant Run Rd.  
DeSoto, Texas 75115**

**PROPERLY IDENTIFIED ENVELOPE (10” x 13” Clasp or Sealed Envelope)**

**(RETURN ADDRESS)**

**(STAMP)**

**CITY OF DESOTO  
PURCHASING DEPARTMENT  
211 EAST PLEASANT RUN ROAD  
DESOTO, TEXAS 75115**

**BID NUMBER: DST-1502-RFB**

**BID DUE DATE: Wednesday, April 8, 2015 at 2:00 P.M.**

**BID NAME: ANNUAL PRICE AGREEMENT FOR CONCRETE IMPROVEMENTS**





### ACCOUNTS LISTINGS

All bidders should enclose an Accounts Listing, containing a minimum of five customers where the bidder has supplied the items listed in this bid.

Please list Company Name, Address, and Person to Contact and Phone Number

- 1. City Of DeSoto  
Matt Miser (972)230-7515  
211 E Pleasantrun DeSoto TX
- 2. City Of Lancaster  
Allen Carsner (972)218-2305  
700 E Main st Lancaster TX 75146
- 3. City Of Glenn Heights  
Larry Pennington (972)2745100  
1938SHampton Glenn Heights TX 75154
- 4. City Of Duncanville  
Mike Brownlee(972) 780-5016  
203 E Wheatland Rd Duncanville TX 75138
- 5. City Of Kaufman  
Richard Underwood (972)932-2216 209  
S Washington Kaufman 75142

COMPANY NAME: C & M Concrete

SIGNATURE:  \_\_\_\_\_

PRINTED NAME: Chris Bowen

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of DeSoto's bid process. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of DeSoto recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
Texas Building Procurement Com.  
PO Box 13047  
Austin, TX 78711-3047  
**(512) 463-5872**

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 216  
Arlington, Texas 76011  
**(817) 640-0606**

**If your company is already certified, attach a copy of your certification to this form and return with your bid.**

Firm Name Submitting

Bid: \_\_\_\_\_

Representative: \_\_\_\_\_

Title of Authorized

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**CHECK ALL THAT APPLY:**

Minority-Owned Business Enterprises \_\_\_\_\_

Women-Owned Business Enterprises \_\_\_\_\_

Disadvantaged Business Enterprises \_\_\_\_\_



**CITY OF DESOTO**

**INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless and defend the City of DeSoto, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

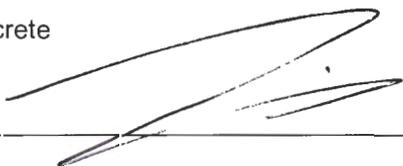
**INDEPENDENT CONTRACTOR**

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of DeSoto Contracts. I have read the provisions and agree to the terms of these provisions.

C&M Concrete



Signature

Owner  
Title

Date 04/06/2015

## CITY OF DESOTO INSTRUCTIONS TO BIDDERS

### 1. ELIGIBLE BIDDERS

Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

### 2. BID DELIVERY

Bids must be received in the Purchasing Office prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the bidder. Late bids will be returned to the bidder unopened.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of bid documents to the City of DeSoto, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

### 3. BID DOCUMENTS

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

**Location of Documents:** The Purchasing Division issues Bids. The location and phone number for the Purchasing Division is specified in the advertisement and the bid.

**Preparation of Bid:** Each bidder must furnish the information required by the bid on the documents provided. Bids submitted on other than the forms included in the bid package may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid.

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

**Brand Name or Equal:** If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

**Delivery Time:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The bidder must sign each document in the bid requiring a signature (When Applicable). If addenda are issued, the bidder must initial any physical change made to the bid.

**Bid bond:** If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the bid package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted. The bid bond company must be licensed to do business in the state of Texas.

**Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Bid Preparation Costs:** All costs associated with preparing a bid in response to a bid solicitation shall be borne by the bidder.

**Payment Terms:** All payment terms shall be "Net 30 Days" unless specified in the bid document.

#### 4. SUBMISSION OF BIDS

Unless otherwise specified, bidders are required to submit the following required documents "original" bid packet and one (1) copy of original bid packet.

**Documents Required With Bid: ALL DOCUMENTS MUST BE SUBMITTED WITH EACH BID PRIOR TO THE DUE DATE.**

**Addendums:** Receipt of Addendums must be acknowledged by signing and returning Addendums with the bid, if requested. It is the bidder's responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through [www.publicpurchase.com](http://www.publicpurchase.com) (When Applicable) and in the main Purchasing office. Failure to return any and all issued addendums, if requested may adversely affect the bidder's opportunity for award.

#### 5. MODIFICATIONS OR WITHDRAWAL OF BIDS

**Modification of Bids:** Bids may be modified in writing at any time prior to the due date and time.

**Withdrawal of Bids:** Bids may be withdrawn in writing 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. The bidder must sign a receipt of withdrawal.

No bids may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the bid. Withdrawn bids may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

#### 6. OPENING OF BIDS

The Purchasing Division representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time.

#### 7. EVALUATION FACTORS AND AWARD

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

**Award:** The City of DeSoto shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. When determining the "best value", the following (example) criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

**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.**

**Acceptance of Bid:** Acceptance of a bid for a one-time purchase will be in the form of a Purchase Order. Acceptance of a bid for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a bid shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

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

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalance unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

## **8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**

**Certificates of Insurance:** When insurance is required, the bidder must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within five (5) business days after notification of intent to award, or as otherwise required by the bid specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the bid specifications.

## **9. CONTRACTOR SELECTION**

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

## **10. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

## CITY OF DESOTO

## STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Bidders** or data contained herein.

**\*\*\* VENDOR TO SUBMIT THE COMPLETE ORIGINAL BID PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL BID PACKET IS NOT SUBMITTED, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.\*\*\***

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of DeSoto reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of DeSoto reserves the right to award a vendors bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
7. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.
8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of DeSoto, Accounting Department, 211 East Pleasant Run Rd., DeSoto, Texas 75115.
9. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
10. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Bid/Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
11. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
12. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

13. **CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.
14. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City Harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
15. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
16. **FUNDING:** The City of DeSoto is a home-rule, municipal, government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
17. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
18. **AUDIT:** The City of DeSoto reserves the right to audit the records, as it pertains to this bid, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.
19. **INSURANCE:** The City requires vendor (s) to carry the minimum insurance as required by State Law.
20. **PROTEST:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
  - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
  - Failure to Protest within the time allotted shall constitute a waiver of any protest.
21. **BID SUMMARY SHEET:** Bidders desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of DeSoto Purchasing Department at 972/230-9685.
22. **LATE BIDS:** Bids received in the Purchasing Division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of DeSoto is not responsible for lateness of mail, carrier, etc.
23. **ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
24. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered.
25. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of DeSoto in writing.
26. **ADDENDUMS:** Any interpretations, corrections, or changes to this Bid and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of DeSoto. Addendum will be sent to all who are known to have received a copy of the Invitation to Bid. Bidders shall acknowledge receipt of all addendums by signing and returning in bid packet (if requested).
27. **CONTRACTOR SHALL,** release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend city against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify city, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

28. **TERMINATION FOR DEFAULT:** The City of DeSoto reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
29. **TESTING:** City of DeSoto reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
30. **REMEDIES:** The successful bidder and City of DeSoto agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
31. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas.
32. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
33. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of DeSoto is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
34. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, DeSoto, Texas, and shall include all delivery and packaging costs. The City of DeSoto assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
35. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.**

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of DeSoto purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

36. **TERMS:** The terms and conditions of the bid will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.

37. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of DeSoto to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and the burden of proof of such stature rests with offerors. City of DeSoto shall act as sole judge in determining equality and acceptability of products offered.
38. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
39. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of DeSoto and the offeror.
40. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of DeSoto until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
41. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of DeSoto Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
42. **TARGET DESOTO:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from DeSoto businesses whenever such goods and services are comparable in availability, quality, and price.
43. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
44. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
45. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

46. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of DeSoto may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award;
47. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.
48. **ALTERNATE AWARD:** The City of DeSoto reserves the right to award a vendors bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

**NO BID SHEET**

**FOR  
DST-1502-RFB**

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

**City of DeSoto  
Purchasing Department  
211 East Pleasant Run Rd.  
DeSoto, TX 75115**

Please check the items that apply:

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

Company Name:

\_\_\_\_\_

Authorized Officer or Agent Signature:

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_\_) \_\_\_\_\_

## INSURANCE COVERAGE REQUIRED

**SECTION A.** The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

**SECTION C.** Subject to the Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Vendor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at the Vendor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of DeSoto, in the following type(s) and amount(s):

### 1. *Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

### 2. *General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

### 3. *Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Purchasing office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or<sup>186</sup> bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of DeSoto shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**BIDDERS-READ CAREFULLY THE  
FOLLOWING PAGES**

**VENDORS-PLEASE READ AND FILL OUT THE FOLLOWING.**

**IF MORE INFORMATION IS NEEDED, PLEASE CALL  
(972) 230-9664.**

## WHAT IS A “CONFLICTS DISCLOSURE STATEMENT” AND DO I HAVE TO FILE ONE?

### **What is H.B. 914?**

Effective January 1, 2006, H.B. 914 requires any vendor that wishes to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The conflict of interest questionnaire (FORM CIQ) is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) .

### **What vendors are subject to H.B. 914?**

- Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; and
- An 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.

### **Does this include a person who buys city property?**

The bill appears to apply to all persons or businesses who conduct business with a city, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

### **With whom should the statement be filed?**

The statement will be filed with the City of DeSoto Public Records Coordinator, 211 East Pleasant Run Road, DeSoto, Texas 75115. Contact # (972) 230-9664.

### **Who must file a “conflict of interest questionnaire”?**

Any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

### **To what type of contracts does the bill apply?**

As written, the bill appears to apply to any purchase or sale made by the city.

When must a vendor file the conflict of interest questionnaire?

A person who wishes to conduct business with a city must file a questionnaire no later than seven days after the date the person begins contract discussions or negotiations with the city, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly 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 who has a business relationship 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes  No

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

Yes  No

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

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4** \_\_\_\_\_  
Signature of person doing business with the governmental entity

4-6-2015  
\_\_\_\_\_  
Date



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Council's participation in the Texas Municipal League 2015 Conference located in San Antonio, Texas.

**Date:** July 27, 2015

---

**PRESENTER:**

Julie Arrington, City Secretary

**BACKGROUND:**

Every year the Texas Municipal League hosts a conference for all elected and appointed officials and staff for all municipalities, counties, special districts, etc. They have several speakers and exhibitors from throughout Texas that specialize in various areas of government. There are educational sessions and many smaller sessions to discuss the changes in laws, future strategies for drainage, public works, police, fire, community development, and more. There are vendors present that routinely work for municipalities and understand the unique requirements that governmental entities have; such as purchasing requirements.

**FISCAL IMPACT:**

\$8,241.55 this is approximate as prices may change prior to our arrival.

**RECOMMENDATION:**

Staff is at the discretion of Council.

**ATTACHMENTS:**

TML Information

# TML Conference 2016

The 2016 TML Conference will be held at the Henry B. Gonzalez Convention Center in San Antonio, Texas. The conference begins Tuesday, September 22, 2015 through Friday, September 25, 2016. I have paid for six TML conference registrations. This includes the Luncheon on Thursday. All cancellations must be made before August 19, 2015. Any cancellation must be made in writing and will be a full refund minus the \$75 cancellation fee. I ordered six to cover all cancel members that have shown an interest in attending and me.

Hotels are filling up fast in the area. It was explained to me by several of the hotels the prices will go up routinely the longer we wait by 10-20%. The sooner I can make the reservations the better the chances of the prices and the availability.

Hotel	Cost	Parking cost	Distance	Shuttle	Cancellation Policy	Recommended
Menger	\$140.00	28.00	2 blocks	No	48 hours	Yes
Crockett	\$104.00	24.00	10-15 min walk	No	24 hours	No
Marriott Plaza	\$209-\$179	30.00	2.5 blocks	No	48 hours	No
Hampton Inn	\$119.00	15.00	4 blocks	No	24 hours	Yes
Embassy Suites	\$179.00	30.00	4 blocks	No	24 hours	Yes

The estimated cost of the trip for the Budget is outlined below. I research flights and the lowest cost as of July 23, 2015 is \$172.20 plus tax for American Airlines and US Airways. Southwest showed \$230.00.

	Amount		Total
TML Conference	\$370.00	6	\$2,220.00
Hotel	\$250.00	6	\$4,500.00
Mileage	\$157.18	3	\$ 471.55
Per Diem	\$175.00	6	\$1,050.00
<b>Total</b>	<b>\$1,452.18</b>		<b>\$8,241.55</b>