

EXHIBIT A



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL
2020-3-85
ICE TECH SERVICES**

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

JUNE 18, 2020 @ 2:00 P.M.

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**
<http://allentx.ionwave.net>

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Eva Badali, Sr. Buyer 214-509-4631

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS & CONDITIONS
SECTION III	SPECIFICATIONS & REQUIREMENTS
SECTION IV	EVALUATION CRITERIA
SECTION V	PRICING
SECTION VI	EXHIBITS:
	1. INSURANCE REQUIREMENTS
	2. AFFIDAVIT NO PROHIBITED INTEREST
	3. CONFLICT OF INTEREST
	4. BIDDERS QUALIFICATION STATEMENT
	5. SUPPLEMENTAL INFORMATION

**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL
2020-3-85
ICE TECH SERVICES**

Sealed offers are to be submitted to:
City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE / EMAIL PROPOSALS WILL NOT BE ACCEPTED**

Proposals are due by June 18, 2020 @ 2:00 P.M. Central Time

There will not be a public opening for this solicitation, as this is a request for proposal. A list of submitting vendors will be available after the due date.

The City of Allen strongly encourages bidders to submit their response to this bid electronically.

1.3 PRE-PROPOSAL MEETING

A teleconference is scheduled for Wednesday, June 03, 2020 at 10:00AM. **To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 71358010#.** Potential proposers may visit the job sites at their convenience before Pre-proposal meeting. To schedule an appointment, contact Ross Girouard, Rgirouard@cityofallen.org.

1.4 NUMBER OF COPIES

Proposer shall either submit their proposal electronically or submit **three (3) physical copies and one (1) electronic copy on a flash drive** of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.7 CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on Monday, June 08, 2020 at 2:00 PM. The last day for addenda will be on Thursday, June 11, 2020 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the

proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

LIQUIDATED DAMAGES

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

Amount of Contract (\$)	Value of a Calendar Day (\$)
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

1.11 CONTRACT ADMINISTRATION

The City of Allen, Allen Event Center together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible prospective bidders is as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Form (Pricing stated in both script and figures).
- Bid Endorsement Page
- Bidder Qualifications (Company Overview Statement)
- Supplemental Information
 - Company Operational Information
 - Company Manual

1.13 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.14 INQUIRIES

Questions about this bid shall be in writing and directed to Eva Badali at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Eva Badali
Sr. Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4630
ebadali@cityofallen.org

1.15 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	May 21, 2020 May 28, 2020
Issue Request for Proposal	May 21, 2020
Pre-proposal Conference	June 03, 2020 10:00 AM
Council Approval	July 28, 2020
Project Start	TBD

SECTION II

GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and 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 vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the 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 of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this 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.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. 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.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled

between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor 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.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 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.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase prices
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.53 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.54 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all

vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's
<http://www.cityofallen.org/933/Storm-Water-Management>

2.55 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____YES _____NO

SECTION III

SPECIFICATIONS AND REQUIREMENTS

REQUEST FOR PROPOSAL ICE TECH SERVICES

It is the intention of the City of Allen to enter a one-year contract for Ice Tech Services as needed by the City of Allen Event Center. The Allen Event Center Ice Technician Services has an estimated annual expenditure of \$175,000.00.

This procurement is expected to result in a one-year contract with two one-year renewal options. The contract period shall commence upon execution/receipt of a valid City of Allen Contract/Purchase Order and continue for a period of one year. The City reserves the right to extend the contract period for two additional one-year periods, with said options to be exercised solely at the City's discretion.

SCOPE OF WORK

The ultimate responsibility for the successful contractor is to provide Ice Technician Services. The City of Allen - Allen Event Center and Allen Community Ice Rink house two full sheets of ice facility. Such service shall encompass the adequate labor and supervision for the performance of the projected work assigned. The equipment supplies and material will be furnished by the City of Allen - Allen Event Center.

Every effort will be made to get all jobs completed within a reasonable time and schedule. The contractor is to provide the facility with services at a high standard which will reflect favorably upon the City of Allen - Allen Event Center and the contractor. Variances in event schedules, booking, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency of work at the Allen Event Center.

The City of Allen reserves the right to add similar services or delete services as well the number of staff specified as requirements change during the course of the contract. Prices for services to be added to/deleted from the contract will be mutually agreed to by the City of Allen and the contractor. Number of staff will vary from day to day depending on the project.

1. The purpose and intention of this bid is for the City of Allen to receive pricing for an hourly rate for Ice Technician Services.
2. Contractor shall comply with all State, Federal, and local laws (including the Americans With disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights of 991) as to treatment and compensation of its employees. City of Allen shall make no payments to individual workers.
3. Contractor shall be responsible to maintain insurance coverage for all temporary employees to include general liability and auto liability in the amount of not less than \$1,000,000 per occurrence, naming the City of Allen as additional insured and providing a waiver of subrogation. The contractor shall maintain Workers Compensation 1,000,000 per occurrence and a waiver of subrogation shall apply. Contractor shall be responsible for any injury, damage or loss arising out of any acts or omissions of the temporary employee while performing their duties for the City of Allen. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Allen. A certificate evidencing the coverages with a 30-day notice of cancellation shall be provided before the contractor can begin any contractual obligation with the City.
4. The City has the right to control the details of the temporary employee's work while assigned to the City.

5. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check and a drug test before placing the temporary in the work environment. The City of Allen will cover all costs associated with this.
6. Attached is a listing of position specifications for the different types of personnel possibly needed by the City. Please use this form for quoting hourly rates for each description.
7. The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.
8. Hourly rates quoted shall be firm for one (1) year from award date and shall be binding if agency is selected for primary or alternate provider.
9. Please list at least three (3) references, preferably governmental agencies that you are currently doing business with.
10. Proposal submission services to include:
 - a. description of agency and services provided;
 - b. applicant/employee testing conducted by agency;
 - c. employee training conducted by agency;
 - d. statement about worker's compensation and liability insurance coverage;
 - e. *employee criminal background screening conducted by agency – Specific screening requirement: SS Trace to determine counties the individual has resided in to know which Criminal County checks to conduct (record of past 7 yrs.); Statewide Criminal record check and Statewide Sex Offender Registry. If applicant has resided in another state in the past 7 years, we ask that those state records are checked in addition to Texas.
11. The Contractor shall use reasonable care to employ and retain employees who are qualified, competent and trustworthy. As a minimum, the Contractor shall, prior to hiring an applicant, determine the following: compatibility of the applicant working in a customer service environment; test each applicant for the presence of illegal drugs and/or the presence of legal drugs in excess of medically-approved standards; and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. All Contractor employees shall be a minimum of 18 years of age. No Contractor employee shall have been convicted of felony or theft related misdemeanor. Contractor will conduct employment background checks on all newly hired employees. Contractor shall employ experienced, knowledgeable personnel to perform duties to which they are assigned.
12. Contractor (s) will receive written notice of the bid award, which will include the agreed upon rate for each job description, a copy of the Ice Technician Specifications and a copy of the Ice Technician Operating Procedures.
13. The City of Allen is an Equal Opportunity Employer. All job vacancies are advertised through the media and posted for public view. The City of Allen will not reject any application for employment by temporary employees assigned in the workplace. It is the policy of the City of Allen not to pay any release fees in the event a temporary is selected from the applicants.

The awarded contractor will perform Ice Technician Services for the City of Allen - Allen Event Center, a 24/7 facility, including but not limited to:

- Ice Technician Services
 - Daily Maintenance of Ice for 2 rinks
 - Maintaining ice conditions
 - Hockey Nets
 - Rink Netting

- Ice Pit
- Rubber Matting
- Dasher Boards
 - Advertisements
 - Glass
 - Minor repairs
- Ice Surface
 - Ice Removal
 - Ice Rebuild
 - Rink Ice Painting
- Zamboni
 - Minor repairs
 - Preventative maintenance
 - Safety checks
 - Safe Operation
- Administrative
 - Reports
 - Records

The following represents the desired structure for the Ice Technician Crew:



1. **Ice Technician Day Crew** (1 – 5 staff members, determined by event requirements) will consist of the following:
 - a. Lead Ice Tech or Ice Tech
 - b. Ice Tech or Ice Attendant

2. **Ice Technician Afternoon Crew** (1 – 5 staff members determined by event requirements) will consist of the following
 - a. Lead Ice Tech and/or Ice Tech or Ice Attendant

3. **Ice Technician Event Crew** (4 – 7 staff members determined by event requirements) will consist of the following:
 - a. Lead Ice Tech or Ice Tech
 - b. Ice Techs
 - c. Ice Attendants or Ice Techs

ALL CREW REQUIREMENTS AND PROCEDURES

Contractor is required to provide a verifiable clock in / clock out system to guarantee proper recording of time worked. Biometric and / or proximity card systems are preferred. Contractor's staff must sign in at the beginning of each shift, on meal breaks, and the end of shift. It is the responsibility of every employee to fulfill this requirement. A copy of the sign in report will be given to the for record keeping.

UNIFORM REQUIREMENTS

Uniform requirements will differ depending on position held and the frame of work being done. All uniforms and non-uniformed contractors and employees are to dress in a neat and clean manner. Ripped, torn, stained, or exceptionally dirty clothing will not be permitted. All uniforms must be agreed upon by contractor and Allen Event Center / Allen Community Ice Rink Management.

Ice Technicians:

- Lead Ice Tech
 - For all shifts
 - Collared shirt with contractor's or Allen Event Center's logos
 - Black work pants or on-ice jumpsuits
 - Black work boots or tennis shoes
 - Cold weather jackets
 - Black baseball style hat or cold weather sock caps with contractor's or Allen Event Center's logos
 - Business casual style coats and jackets are permitted when conditions require
- Lead Ice Tech, Ice Tech and Ice Attendant
 - Event shift
 - Collared shirt with contractor's and Allen Event Center's logos
 - Black work pants or uniformed color on ice jumpsuits
 - Black work boots or tennis shoes
 - Cold weather jackets
 - Black baseball style hat or cold weather sock caps with contractor's or Allen Event Center's logos
 - Non-event shifts
 - Collared shirt with contractor's and Allen Event Center's logos
 - Black work pants or uniformed color on-ice jumpsuits
 - Black work boots or tennis shoes
 - Cold weather jackets
 - Black baseball style hat or cold weather sock caps with contractor's or Allen Event Center's logos

DESIGNATED WORKSPACE

The contractor will be provided a designated workspace within the Allen Event Center for posting informational signage, performing administrative duties, and record keeping. While a designated workspace will be provided, a walled office or cubicle is not guaranteed.

INVOICING AND BILLING

The City of Allen pays invoices on a Net 30 structure. Invoicing is preferred on a weekly basis. On some occasion's invoices will be needed on the same day as services rendered for specific events. All invoices should be submitted with sufficient documentation supporting the charges including but not limited to timesheets, employee rates, overtime charges, etc.

UNAUTHORIZED PERSONNEL

At no time shall contractor or employees allow any unauthorized personnel into the Event Center facilities. Contractor and employee personnel shall not allow family members, friends, etc. to be on the grounds or parking lot of the building during working hours, other than pick-up or drop-off employee.

EMERGENCY CONTACTS

The contractor shall provide an emergency telephone number where he or she can be reached during regular and after operating hours.

NO SMOKING POLICY

Smoking or use of tobacco products are NOT allowed in the City of Allen - Allen Event Center at any time.

KEYS AND UNIFORMS

The contractor shall be responsible for any lost keys, card keys, or uniforms issued by the City of Allen - Allen Event Center and any inherent damages (i.e. re-keying of whole facility). This cost shall be withheld from payment(s). The decision to re-key the whole facility is solely that of the City of Allen. Upon completion of contract, final payment shall be withheld until all issued keys and uniforms are returned to the City's authorized representative.

ENERGY CONSERVATION

The contractor shall practice energy conservation and turn off lights in unoccupied areas, except where centrally controlled, and shall keep windows and doors closed.

SAFETY AND HEALTH

All work shall comply with applicable Federal, State, and City safety, health and OSHA requirements.

SECURITY

At no time is the contractor to de-activate or activate any alarm systems upon entering the City of Allen - Allen Event Center. The contractor shall report any alarms that are set-off to the Allen Event Center / Allen Community Ice Rink Management or his authorized representative. Upon completion of shift, the contractor shall unlock or re-lock doors per scheduled instruction given by Event Center staff. Failure to comply with Allen Event Center standard security operating procedures will be considered a breach of the contract terms and conditions.

EMPLOYEE IDENTIFICATION AND BUILDING ACCESS

In accordance to the uniform requirements, all employees shall wear uniforms that bear company name/logo when designated in the uniform requirements. Identification badges shall be furnished by the contractor and worn by all contractors' employees while on the City of Allen - Allen Event Center premises. The badge shall clearly display the employee's picture, name and signature.

Access within the building shall be directed by the Allen Event Center / Allen Community Ice Rink Management or authorized representative. For any reason a contractor needs to leave the premises during his/her assigned work hours, they shall notify the authorized representative before departure. Contractor and employees are only permitted access to the premises for scheduled business reasons unless attending an event as a ticketed guest.

Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to contractor's employees. Areas to be restricted will be designated by the authorized City of Allen Event Center representative.

EQUIPMENT AND SUPPLIES

Adequate equipment and supplies shall be stored in locked designated closets, cages, and storage areas and shall be returned to the source in clean and in orderly fashion. Designated City staff will have keys to these closets in the event supplies become short during the day or during an Event and need replenishment.

ICE TECHNICIAN SERVICES

Services will be required prior, during and post hours of operations. Employee average training is a minimum of 50 hours, but those with previous experience may receive abridged training. Ice Technician Services include the following duties:

- Daily Maintenance of Ice for 2 rinks
 - Maintaining ice conditions
 - Hockey Games & Practices
 - Figure Skating Competitions & Practices
 - Hockey Nets
 - Minor Repair
 - Replacement in accordance to NHL specs & recommendations
 - Rink Netting
 - Minor repairs
 - Securing with clips
- Dasher Boards
 - Application of advertisements
 - Removal of advertisements

- Removal and replacement of dasher glass
- Minor repairs to doors and boards
- Clean the inside of the dasher glass daily
- Ice Surface
 - Ice Removal
 - Ice Rebuild
 - Rink Ice Painting
- 545 Zamboni Ice Resurfacers
 - Minor repairs to Zamboni
 - Daily safety checks
 - Safe Operation of during
 - Professional hockey games
 - Amateur hockey games & Tournaments
 - Figure Skating Competitions
 - Special Events
- Administrative
 - Keep detailed staffing records
 - Chart compressor readings
 - Preventive Maintenance Logs
 - Safety Check Logs
 - Write reports to Upper management of department and building
 - Log propane and gasoline usage logs for reordering updates

EMERGENCY ICE TECHNICIAN SERVICES

Emergency services may include, but are not limited to calling in staff for emergency situations, responding to power outages or mechanical issues that affect the ice surface, etc. In the event an emergency is of such magnitude that regularly scheduled tasks cannot be accomplished, the Allen Event Center management shall be informed. Emergency services shall be judged according to the nature of the procedure (i.e. separate standards apply to each function) and on the responsiveness to the situation.

FREQUENCY OF SERVICES

The City shall be the sole judge of said quality and required frequency of the services provided. The facility shall be staffed to maintain optimum conditions of operation. Schedules are determined by events proposed by the City of Allen - Allen Event Center. This may include various shifts, days and hours including holidays. If the level of operation at any time shall be considered to be unacceptable to the City, the Contractor will be required to increase staff or take whatever measures are required. As needed in all areas, contractual employees shall respond to emergency building operation services, special job assignment and duties described above in compliance with City fire, health and building regulations.

CONTRACTOR PERSONNEL AND PRE-EMPLOYMENT SCREENING

All personnel shall receive close and continuing first-line supervision by the contractor. Contractual employees shall be fully trained and skilled in safe and proper ice technician techniques. The contractor shall provide sufficient documentation to demonstrate adequate training has been provided. The contractor shall obtain criminal background checks on all contract personnel at the start of this contract or upon employment, and at least once per year thereafter. The contractor shall inform the Allen Event Center / Allen Community Ice Rink Management, by certified mail, of any criminal convictions of any type for contract personnel within five (5) days of obtaining the information.

Contractor shall supply the Allen Event Center / Allen Community Ice Rink Management or authorized personnel with a current list of all employees that will perform work at the facility. Repeated use of employees not on the current list may be grounds for termination of the contract. Each of these employees shall have had criminal background checks before employee begins work. No contractor

will be permitted to work if the criminal history reveals as a conviction of a felony or crime of moral turpitude.

The contractor must provide the City of Allen with the full legal name, maiden name if applicable, and legal address of employees working the City facility. In addition to the required background check, the City of Allen requires all new employees' paperwork be approved through City of Allen prior to starting employment with the Allen Event Center. Contractor must have his/her application, background check and dated verification from the government Social Security Administration verifying their legal social security number.

Ice Technician Services Day Crew Standard Operation Procedures **Allen Event Center**

Day Crew

Estimated Staffing Requirement: All staffing numbers are *EVENT DRIVEN*

- *Lead Technician (1)*
- *Ice Technicians and/or Ice Attendants (1-6 crew members)*

Day Crew Report Time

Report time is based upon the first programming of the Community Ice Rink and/or Special Events held at the Event Center. Maybe as early as 5:00 AM but will stay nearly consistent through the weekdays.

Day Crew Operation Standards

In accordance to the City of Allen – Allen Event Center/Allen Community Ice Rink specifications, the Ice Technicians will perform ice maintenance and general maintenance services including the following but not limited to:

- Unlock applicable building doors and turn on appropriate levels of lighting
- Inspect building and ice condition
- Inspect the netting system, dasher boards, and glass for damage and safe daily operation
- Inspect ice at start of shift to confirm maintenance requirements (e.g., measuring depth of ice, chopping edging, building low areas, reducing high areas etc...); complete ice work as required.
- Prepare Zamboni Ice Resurfacers for daily operation
- Conduct a compressor room check; ensure that all equipment is operating properly; these steps should be repeated three to four times during the shift
- Clean rink glass inside the rink
- Inspect and sweep as required penalty box and players boxes.
- Provide assistance to user groups as required (on-ice set-ups, directions crowd control, etc.)
- Complete schedule ice resurfaces
- Do a visual check of the Automated External Defibrillator
- Inspect goal nets for repairs
- Maintain and inventory maintenance tools
- Perform required P.M. (e.g. blade changes; Daily, Weekly, Monthly, Semi Annual, and Annual Preventive Maintenance.
- Complete all necessary documentation in the Ice Makers Log and Building Log sheets. Indicate in the Log Book any building and equipment repairs that require attention. Prepare written information for the Closing Shift Ice Technician or Lead Ice Technician to report these details.

Day Crew Reporting and Inspection Requirements

Supervisor or Lead Technician is responsible for completing a checklist and staffing reports, inspecting facility, inspecting equipment and ice conditions to ensure all ice operations standards have been met and meeting with Allen Event Center / Allen Community Ice Rink Management regularly to discuss any issues

Job Definition and Responsibility: *Lead Ice Technician* ***Ice Technician Day Crew***

The role of the Lead Ice Technician during hours of operations is to oversee operations of the Ice Technicians. The Lead Ice Technician must have all employees that are working sign in and out and submit a sign in sheet at the end of the shift. Upon arrival, he/she should check the work logs, ice conditions and the compressors.

The Lead Ice Technician ensures all tasks in regard to ice operations are being completed and that all employees are working efficiently and effectively in the facility. The Lead Ice Technician will maintain communication with Allen Event Center/Allen Community Ice Rink Center Lead Ice Technician and Event Center Assistant General Manager as well as other ice technicians and Community Ice Rink

Staff, adhere to the Building Operations policies and procedures and comply with Allen Event Center and or Allen Community Ice Rinks instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Lead Ice Technician is expected to inspect areas of the building that is in the job scope of Ice Technicians at any time to maintain a presence with all staff and to ensure completion of assignments as well as develop a rapport with other contracted individuals and clients. The Lead Ice Technician will also maintain a record of where staff attendance and what duties have been completed. The Lead Ice Technician is to inspect ice operations with the Lead Ice Technician or Ice Technicians or Ice Attendants at a low program time or end of special event to ensure that all work has been completed per specifications. All communication to Lead Ice Technician is to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval. The Lead Ice Technician is to help ensure that the facility's "Authorized Personnel Only" areas are secure at the end of shift.

The Lead Ice Technician is considered a "working manager" and should work alongside the Lead Ice Technician, Ice Technicians and or Ice Attendants when not fulfilling the duties listed above, other administrative duties as well as attending meetings.

Equipment Use:

Keys, proximity cards, ID badge, two way radio, sign in sheets, project list, production advances, 545 Zamboni Ice Resurfacers, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs, ride along floor scrubber, paint spray, water hose, paint brush, chipper blades, flashlight, painters chalk, mop, broom, propane canisters, gas powered edger, bobcat front end loader, propane torch, ladder, general office equipment.

Ice Technician Services Afternoon Crew Standard Operation Procedures Allen Event Center

Afternoon Crew

Estimated Staffing Requirement: All staffing numbers are *EVENT DRIVEN*

- *Lead Ice Technician (1)*
- *Ice Technicians and/or Ice Attendants (1-6 crew members)*

Afternoon Crew Report Time

Report time is based upon the last start time of programming of the Community Ice Rink and/or Special Events held at the Event Center. May be held as late as 12:45am, but will stay nearly consistent through the weekdays.

Afternoon Crew Operation Standards

In accordance to the City of Allen – Allen Event Center/Allen Community Ice Rink specifications, the Ice Technicians will perform ice maintenance and general maintenance services including the following but not limited to:

- Check with Day Shift staff to determine the events for the day, ice conditions, work requirements, equipment status, etc.
- Conduct a compressor room check; ensure that all equipment is operating properly; these steps should be repeated three to four times during the shift.
- Identify and report any damage to area or equipment.
- Sweep players benches
- Reattach netting clips when necessary
- Provide assistance to user groups as required (on-ice set-ups, directions, crowd control, etc.).
- Complete scheduled ice resurfaces
- Clean rink glass inside and out
- Near the end of shift, sweep and spot-mop players benches.
- Complete final ice maintenance and prepare the ice for early morning sessions (e.g., measuring depth of ice, chopping, edging, building low areas, reducing high areas etc.)
- Clean and secure work area
- Complete all necessary documentation on Ice Maintenance log sheet, and the Building Log Sheets. Indicate in the log Book any building and equipment repairs that require attention. Prepare written information for the day shift and Lead Ice Technician
- When all users have vacated the facility shut off lights.

Job Definition and Responsibility: *Lead Ice Technician Ice Technician Afternoon Crew*

The role of the Lead Ice Technician during hours of operations is to oversee operations of the Ice Technicians. The Lead Ice Technician must have all employees that are working sign in and out and submit a sign in sheet at the end of the shift. Upon arrival, he/she should check the work logs, ice conditions and the compressors.

The Lead Ice Technician ensures all tasks in regard to ice operations are being completed and that all employees are working efficiently and effectively in the facility. The Lead Ice Technician will maintain communication with Allen Event Center/Allen Community Ice Rink Center Lead Ice Technician and Event Center Assistant General Manager as well as other ice technicians and Community Ice Rink Staff, adhere to the Building Operations policies and procedures and comply with Allen Event Center and or Allen Community Ice Rinks instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Lead Ice Technician is expected to inspect areas of the building that is in the job scope of Ice Technicians at any time to maintain a presence with all staff and to ensure completion of assignments

as well as develop a rapport with other contracted individuals and clients. The Lead Ice Technician will also maintain a record of where staff attendance and what duties have been completed. The Lead Ice Technician is to inspect ice operations with the Lead Ice Technician or Ice Technicians or Ice Attendants at a low program time or end of special event to ensure that all work has been completed per specifications. All communication to Lead Ice Technician is to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval. The Lead Ice Technician is to help ensure that the facility's "Authorized Personnel Only" areas are secure at the end of shift.

The Lead Ice Technician is considered a "working manager" and should work alongside the Lead Ice Technician, Ice Technicians and or Ice Attendants when not fulfilling the duties listed above, other administrative duties as well as attending meetings.

Equipment Use:

Keys, proximity cards, ID badge, two way radio, sign in sheets, project list, production advances, 545 Zamboni Ice Resurfacer, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs, ride along floor scrubber, paint spray, water hose, paint bush, chipper blades, flashlight, painters chalk, mop, broom, propane canisters, gas powered edger, bobcat front end loader, propane torch, ladder, general office equipment.

Ice Technician Services Event Crew Standard Operation Procedures
Allen Event Center

Job Definition and Responsibility: *Lead Ice Technician*

Ice Technician Event Crew

The role of the Lead Ice technician during special events or projects is to lead the assigned individual work group designated by the Lead Ice Technician during the special events, games or projects. The Lead oversees the work of his/her individual group and train Ice Technicians and/or Ice Attendants on proper procedures.

The Lead ensures all tasks in regard to their work groups have been completed and that all employees are working efficiently and effectively in the facility. The Lead adheres to the Building Operations procedures, comply with Allen Event Center and or Allen Community Ice Rink instruction, and perform all necessary duties and all necessary duties not outlined herein.

The Lead is expected to walk the authorized work areas with the Lead Ice Technician at any time that does not interferes with work duties to ensure that all work has been completed per specifications. All communications are to be responded to in an efficient manner. The Lead is to ensure that the all work equipment, supplies and all storage areas as properly organized and secured.

Equipment Use:

Keys, proximity cards, ID badge, two way radio, sign in sheets, project list, production advances, 545 Zamboni Ice Resurfacer, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs, ride along floor scrubber, paint spray, water hose, paint bush, chipper blades, flashlight, painters chalk, mop, broom, propane canisters, gas powered edger, bobcat front end loader, propane torch, ladder, general office equipment

Job Definition and Responsibility: *Ice Technicians and/or Ice Attendants*
Ice Technician Event Crew

The role of the Ice Technician or Ice Attendant is to perform the labor functions of the ice operations as listed in the Ice Operations Standard Operating Procedures. Ice Technicians and/or Ice Attendants are to take direction from the Lead overseeing their work group. Ice Technicians and/or Ice Attendants will be responsible for the maintenance of ice surfaces, cleaning and minor maintenance of the dasher boards and glass shielding systems, regular maintenance of Zamboni Ice Resurfacers, daily maintenance and cleaning of work areas, monitoring and tracking of the compressor readings, laying and taking up rubber flooring and any other necessary labor intensive duties required to keep a quality rink operations continuous without interruption.

Equipment Use:

Keys, proximity cards, ID badge, two way radio, sign in sheets, project list, production advances, 545 Zamboni Ice Resurfacer, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs, ride along floor scrubber, paint spray, water hose, paint bush, chipper blades, flashlight, painters chalk, mop, broom, propane canisters, gas powered edger, bobcat front end loader, propane torch, ladder, general office equipment.

SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase prices
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

QUALIFICATIONS REQUEST FOR PROPOSAL

BIDDER QUALIFICATIONS

Each respondent to this proposal shall be capable of meeting the following minimum requirements

1. Proposers must demonstrate that they can furnish all labor, materials, tools and equipment as specified herein
2. Proposers must demonstrate that they are financially stable and that they have been a commercial provider for at least the past five years.
3. Proposers must be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be sufficient to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.
5. Proposers must submit with their bid proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.
6. Define the measures you have taken to retain employees. Describe your firm's annual employee attrition rate for the past three (3) years.
7. Describe the organization, management philosophy and provide a brief history of the firm.
8. Vendor shall have a minimum of five (5) years of experience of labor staffing services
9. Proposers must submit with their proposal a list of at least three current or past (within one (1) year) references. References should include a contract name, email address and telephone number for jobs/contracts in the Public and/or Private sectors that are equal to size (115,000 square feet Arena), security and complexity of the City of Allen Event Center's requirements, provided herein.

COMPANY OVERVIEW

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;
4. Describe your firm's experience in providing like services including the number of years your firm has actively provided such services
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
6. Describe whether your firm has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

7. Provide a detailed Plan of Execution. This plan shall include a minimum of the following items:
- a. Firm's management program which describes how your standard operating procedures will be consistently implemented managed and audited
 - b. Reporting structure for communication with the City of Allen Event Center Ice Tech Services Management and Staff
 - c. Training program which will include frequency and type of training on customer service and safety
 - d. Include a list of key administrative and supervisory personnel you plan to assign to this project along with their resumes and certifications. Positions include: **Account Manager/Supervisor**
 - e. Discuss why you feel these individuals are the best personnel for the City of Allen Event Center's requirements.

REFERENCES

- 1. Vendor shall have a minimum of FIVE (5) years of experience
- 2. Proposers must submit with their proposal a list of at least three (3) current references.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT

The City of Allen discourages lengthy and costly proposals, however, in order for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered as responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally to include clearly identifiable sections, in the same order for each section as required. Also, include the RFP Pricing.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of this evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

There are 100 possible points for this proposal evaluation, as follows:

PRICE	30 points
BIDDER QUALIFICATIONS AND EXPERIENCES	30 points
REFERENCES	15 points
COMPANY OVERVIEW	25 points

**SECTION V
PRICING**

Important Please provide pricing on electronic excel spreadsheet attached to this solicitation in the City of Allen's E-bid (Ionwave) system labeled "*Price Sheet for Ice Tech Services*" Submittal Form Electronic response submitted is highly preferred.

**RFP #2020-3-85
PRICE SHEET FOR
ICE TECH SERVICES**

Position	Staff QTY	Est. of Hours Annually per all staff in position	Price Per Hour	Extended Annual Total
Ice Technician Services Day Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
Ice Technician Afternoon Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
Ice Technician Event Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
ANNUAL TOTAL				\$ -

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title) (Date)

Remittance
Address: _____

(Zip Code)
Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION VI – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and effect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Continued Next Page
Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or; \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685.

Indemnification

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' 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 had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – 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 meet 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 with bid submittal.
- 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 governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven 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 year thereafter.
- G. The contractor shall notify the governmental entity 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 person 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 the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service 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 the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, an 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 other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other 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 year thereafter;
 - (6) notify the governmental entity 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; and
 - (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 this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity 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 a breach of contract by the contractor which entitles the governmental entity 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 governmental entity.

AFFIDAVIT OF NO PROHIBITED INTEREST

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

(Title)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2020.

Notary Public, State of Texas

EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
2 <input type="checkbox"/> 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="border: 1px solid black; height: 30px; width: 100%; text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%;"> <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <div style="text-align: center; font-size: small;">Date</div> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track & identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street)
 _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

Signature of authorized agent of contracting business entity (Declarant) _____

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: _____

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Corporation

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City _____ City _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<input type="checkbox"/> Yes	<input type="checkbox"/> No?
	2.	General Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	4.	Corporation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

☐ No ☐ Yes if yes, specify: ☐ MBE ☐ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

☐ No ☐ Yes

If yes, specify the governmental agency: _____

Date of certification: _____



**RFP #2020-3-85
PRICE SHEET FOR
ICE TECH SERVICES**

Position	Staff QTY	Est. of Hours Annually per all staff in position	Price Per Hour	Extended Annual Total
Ice Technician Services Day Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
Ice Technician Afternoon Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
Ice Technician Event Crew				
Lead Ice Technician	1	408		\$ -
Ice Technician	3	2075		\$ -
Ice Attendant	3	536		\$ -
ANNUAL TOTAL				\$ -



Date: 6/12/2020
ADDENDUM 1
2020-3-85
Ice Tech Services

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Action

- Pre-Conference Attendance Sheet

If you are planning to deliver a paper bid packet, please call Purchasing to schedule delivery. Delivery is recommended to be scheduled on the date of the bid opening. No late bids will be accepted.

The City of Allen strongly encourages bidders to submit their response to all bids electronically.

****There will not be a public opening for this solicitation, as this is a request for proposal. A list of submitting vendors will be available after the due date.*

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL

Signature of Officer

Date



**Stadium
People®**

**"GIVE YOUR GUEST
THE BEST"**

ICE TECH SERVICES

2020-3-85

Prepared for:

CITY OF ALLEN



CITY OF ALLEN PURCHASING
305 CENTURY PARKWAY
ALLEN, TEXAS 75013
JUNE 18, 2020

Solution Presented by:

Stadium People®

d.b.a Innovative Solution Advisors, LLC

ORIGINAL

TABLE OF CONTENTS

I. INTRODUCTION	2
II. COVID-19 STATEMENT.....	2
III. SUMMARY.....	2
IV. BIDDER QUALIFICATIONS.....	3
V. COMPANY OVERVIEW.....	4
VI. REFERENCES.....	5
VII. PRICING (UPLOADED SEPARATELY IN PORTAL)	
VIII. EXHIBITS (UPLOADED SEPARATELY IN PORTAL)	

EXHIBIT 1: BID ENDORSEMENT

EXHIBIT 2: AFFIDAVIT OF NO PROHIBITED INTEREST

EXHIBIT 3: CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT 4: BIDDERS QUALIFICATION STATEMENT

EXHIBIT 5: SUPPLEMENTAL INFORMATION

EXHIBIT 6: INSURANCE CERTIFICATES

EXHIBIT 7: FORM 1295 CERTIFICATE OF INTERESTED
PARTIES

EXHIBIT 8: WOMAN OWNED BUSINESS CERTIFICATE

I. INTRODUCTION

Innovative Solution Advisors, LLC aka "Stadium People", is a Certified Woman-Owned Business and Historically Underutilized Business headquartered in Dallas, Texas with satellite offices in Austin, Texas, Ft. Worth, Texas, Stillwater, Oklahoma, and Athens, Georgia. With over 25 years of staffing experience and ownership backing in excess of a billion in sales annually and a forty (40) year history in staffing, Stadium People is well positioned to offer the City of Allen the best value and experience in the DFW area.

For more information, visit <https://www.stadiumpeople.com/brochure>

II. COVID-19 STATEMENT

Stadium People has already begun preparations, industry studies, and planning for the future of events in the COVID-19 era. Our ability to serve as an aggressive and educated partner to the City of Allen regarding safe social distancing, personal protective equipment, venue guest traffic planning and preparation, and crowd management will be critical to the success of future events at the City of Allen venues. Stadium People has partnered with our clients to hold briefings and event planning sessions specific to this crisis since early April 2020 and will continue to as things develop.

III. SUMMARY

Stadium People began in 2009 as a response to the need for 2,500 event, security, law enforcement, conversion crew, engineering & maintenance, control room/dispatch, and call center personnel at AT&T (Cowboys) Stadium in Arlington, Texas, home of Dallas Cowboys Football, six (6) large collegiate events, high school football, concerts, and other special events.

Our ten years of experience in Building Maintenance and Engineering at AT&T Stadium gives us a depth of experience and knowledge with arena conversion work with the following:

- Event Conversion Crew (5-10 Staff)
 - Professional, Collegiate, and High School Football Field Conversion
 - Soccer Field Conversion for World Soccer Competitions
 - Rodeo, Bull Riding, Supercross and Monster Truck Dirt Events
 - Concerts and Special Events
 - Boxing and Basketball Courts
- Daily Stadium Operations, Engineering and Maintenance Staff for Upkeep (6-10 Staff)
- Dallas Cowboys Merchandise Warehouse (250 Staff) – Hourly Staff provided Monday-Saturday for the production, shipping, receiving, labeling, and design of all Dallas Cowboys Licensed, Texas Longhorns, and AT&T Corporate Apparel.

IV. BIDDER QUALIFICATIONS

Each respondent to this proposal shall be capable of meeting the following minimum requirements

1. Proposers must demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.

Stadium People will furnish all W-2 Employees, and Uniforms as needed to manage events. Any need for golf carts or transportation if not provided by the venue will be charged on an event basis once the most competitive pricing quotes can be obtained.

2. Proposers must demonstrate that they are financially stable and that they have been a commercial provider for at least the past five years.

Stadium People has operated profitably and without organizational debt and is self-funded. With over 25 years of temporary staffing experience, Stadium People currently funds over twenty million in staff payroll each year. During the current COVID-19 crisis, Stadium People made it a priority to retain its full-time salaried workforce of Event Management, Recruitment, and Payroll professionals who are ready to serve our venues when events return in full form.

3. Proposers must be capable of and are required to submit criminal background checks on all employees performing this contract prior to any work being performed.

Stadium People utilizes various services as needed and its staff are all vetted with criminal background checks as requested by its venues.

4. Proposers bid price shall be sufficient to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.

All Stadium People bill rates include full W-2 employee management, federal and state taxes, workers compensation, liability insurance. All wages paid to employees are at the higher-end of the local market in order to provide the most experienced guest services and crowd management professionals while retaining as much of the same staff who have knowledge of the venue and attend events as regularly as possible.

5. Proposers must submit with their bid proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

Stadium People has submitted Certificates of Insurance in the bid portal as Exhibit 6 for both Workers Compensation and General Liability, Auto, and Umbrella/Excess.

(SEE SECTION VI. REFERENCES)

V. COMPANY OVERVIEW

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;

Innovative Solution Advisors, LLC
5501 LBJ Freeway, Suite 240
Dallas, Texas 75240
Established May of 1995

2. Address and location of the local responsible office;

5501 LBJ Freeway, Suite 240
Dallas, Texas 75240

3. Name of office principals, their experience and professional qualifications;

Andrew Jackson
General Manager – September, 1998 to Present
Society of Human Resources Management – Member
IAVM – Member
Vistage Worldwide – Member

T. Scott Salmon, CPC CTS
SVP of Recruitment & Sales – September, 2002 to Present
Society of Human Resources Management – Member
IAVM – Member
Certified Personnel Consultant
Certified Temporary Staffing

VI. REFERENCES

1. Vendor shall have a minimum of FIVE (5) years of experience

Innovative Solution Advisors has been providing staffing across multiple industries since 1995 and Stadium People was launched in 2009 and has provided Event Staffing for over 10 years.

2. Proposers must submit with their proposal a list of at least five (5) current references.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

The Dallas Cowboys: AT&T Stadium, Arlington, Texas and Ford Center at The Star in Frisco, Texas

Dale Knox – Vice President of Accounting

Dknox@dallascowboys.net

(214) 437-1878

The Circuit of the Americas – Austin, Texas

Rick Abbott – Chief Operating Officer

Rick.Abbott@thecircuit.com

(860) 771-3737

Charles W. Eisemann Center – Richardson, Texas

Bruce C. MacPherson - Managing Director

Bruce.Macpherson@cor.gov

(972) 744-4603

Texas Christian University – Ft. Worth, Texas

T. Ross Bailey – Sr. Associate Athletics Director, Facilities & Operations

R.bailey@tcu.edu

(817) 257-7009

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

INNOVATIVE SOLUTION ADVISORS, LLC AKA STADIUM PEOPLE
(OFFICIAL Firm Name)

By: 

(Original Signature) **Must be signed to be considered responsive**

ANDREW S. JACKSON
(Typed or Printed Name)

GENERAL MANAGER 6/17/20
(Title) (Date)

Remittance
Address: 5501 LBJ FREEWAY, STE 108
DALLAS, TX 75240
(Zip Code)

Phone #: (972) 392-1144

Fax #: (972) 392-1196

E-Mail Address: ajackson@stadiumpeople.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

1)	<u>6/12/20</u>	date acknowledged
2)		date acknowledged
3)		date acknowledged

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

FRANZATIIE SOLUTION ADVISORS, LLC

Name of Contractor

By: [Signature]

Signature

ANDREW S. JACKSON

(Print Name)

GENERAL MANAGER

(Title)

STATE OF TEXAS

COUNTY OF Dallas

§

§

SUBSCRIBED AND SWORN TO before me this 27th day of April, 2020.

[Signature]
Notary Public, State of Texas

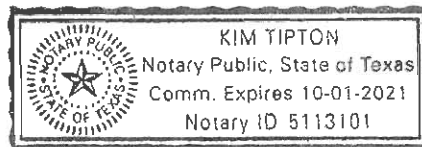


EXHIBIT 3

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

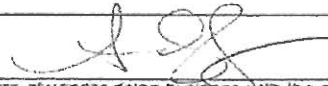
☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

4/27/20
Date

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2020-3-85

Contractor: INNOVATIVE SOLUTION ADVISERS, LLC aka STADIUM PEOPLE

Indicate One: ☐ Sole Proprietor ☐ Partnership ☒ Corporation

Name: ANDREW S. JACKSON Partner: _____

Title: GENERAL MANAGER Title: _____

Address: 5501 LBJ FWY, STE 108 Address: _____

City: DALLAS City: _____

State & Zip: TX, 75240 State & Zip: _____

Phone: (972) 392-1144 x 107 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. MAY, 1995 - TEXAS

Location of Principal Office: 5501 LBJ FWY, STE 108, DALLAS, TX 75240

Contact and Phone at Principal Office: ANDREW JACKSON - (972) 392-1144

Liability Insurance Provider and Limits of Coverage: SUNZ / EVEREST - \$2M / \$8M AGGREGATE

Workers compensation Insurance Provider: SUNZ / EVEREST - \$1M

Address: 4455 LBJ FWY, STE 1080 DALLAS, TX 75244

Contact and Phone: JENNIFER HAUGER (972) 404-0295

Number of Years in Business as a Contractor on Above Types of Work: 25

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? NO

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? NO

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? NO

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project: GUEST SERVICES & SECURITY STAFFING

Project Description: USHERS, TICKET TAKERS, SECURITY, PARKING

Owner/Agency: COMERICA (FORMERLY DE PEPPER) CENTER

Contact Person: MICHAEL LANDIN Contract Price: \$500,000

Phone: (214) 387-5668 Email MLANDIN@DALLASSTARS.COM

Project: GUEST SERVICES & SECURITY STAFFING

Project Description: USHERS, TICKET TAKERS, SECURITY

Owner/Agency: CHARLES W. EISENHOWER CENTER - CITY OF RICHARDSON

Contact Person: BRUCE MACPHERSON Contract Price: \$250,000

Phone: (972) 744-4603 Email BRUCE.MACPHERSON@COK.GOV

Project: GUEST SERVICES & SECURITY STAFFING

Project Description: USHERS, TICKET TAKERS, SECURITY

Owner/Agency: FORD CENTER AT THE STAR (DALLAS COWBOYS)

Contact Person: DALE KNOX Contract Price: \$2 MILLION

Phone: (214) 437-1878 Email DKNOX@DALLASCOWBOYS.NET

Bank References (List Institution, Address, Contact Person, and Phone):

NORTH DALLAS BANK & TRUST

PRESTON RD - DALLAS, TX 75367

CLAUDIA RAMIREZ (972) 716-7183

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____ Yes _____ No?
	2.	General Partnership	_____ Yes _____ No
	3.	Limited Partnership	_____ Yes _____ No
	4.	Corporation	<input checked="" type="checkbox"/> Yes _____ No
	5.	Other	_____ Yes _____ No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

INNOVATIVE SOLUTION ADVISORS, LLC aka STADIUM PEOPLE - TEXAS / DALLAS
KAREN MEREDITH, LYNN HANSON, CAMELLA DAVID WOOD

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?
_____ No ☒ Yes if yes, specify: _____ MBE ☒ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____ No ☒ Yes

If yes, specify the governmental agency: NATIONAL WOMEN'S BUSINESS ENTERPRISE

Date of certification: MARCH, 1998 - # 236965



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Boyd, Shackelford, Barnett & Dixon, LLC 5800 Granite Parkway, Suite 350 Plano TX 75024	CONTACT NAME: Lucas B Boyd PHONE (A/C, No, Ext): (972) 767-2811 E-MAIL ADDRESS: lauren@bsbdgroup.com	FAX (A/C, No): (214) 988-5196
	INSURER(S) AFFORDING COVERAGE	
INSURED Innovative Solutions Advisors LLC 5501 LBJ Freeway, Suite 108 Dallas TX 75240	INSURER A: Everest National Insurance Compa	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 10120

COVERAGES

CERTIFICATE NUMBER: Cert ID 17991

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		91ML001290-201	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		91CA000026-201	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		91CU001074-201	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include an automatic blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder who requires such status.
 The General Liability and Auto policies include an automatic blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder who requires it.
 The General Liability and Auto policies includes an automatic primary and non-contributory endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder who requires it.

CERTIFICATE HOLDER

CANCELLATION

City of Allen 305 Century Pkwy Allen TX 75013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
04/24/2020

CERTIFICATE HOLDER:

City of Allen

305 Century Pkwy

Allen TX 75013

INSURED:

Innovative Solutions Advisors LLC

5501 LBJ Freeway, Suite 108

Dallas TX 75240

DESCRIPTION OF OPERATIONS CONTINUED:

Umbrella Policy follows form per policy conditions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	SUNZ Insurance Solutions, LLC c/o Essential HR, Inc. dba First Star HR 4455 LBJ Freeway, Suite 1080 Dallas, TX 75244	ID: (Essential)	CONTACT NAME:	Jennifer Hauger	
			PHONE (A/C, No, Ext):	972-404-0295	FAX (A/C, No):
			E-MAIL ADDRESS:	jennifer.hauger@firststarhr.com	
			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: SUNZ Insurance Company		34762
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

INSURED
Essential HR Inc.
dba FirstStar HR
4455 LBJ Freeway
Suite 1080
Dallas TX 75244

COVERAGES

CERTIFICATE NUMBER: 55176719

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPI/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
							\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC025-00001-019	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Innovative Solution Advisors
Effective date: 1/1/2014

CERTIFICATE HOLDER

CANCELLATION

65100001 (TX)

City of Allen
305 Century Pkwy
Allen TX 75013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-611380

Date Filed:
04/24/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Solution Advisors, LLC
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-3-85
ICE RINK TECH SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is ANDREW S. JACKSON, and my date of birth is 11/11/1971.

My address is 2313 BRISBANE LN PLANO TX 75075 COLORADO
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 24 day of APRIL, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Innovative Solution Advisors, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 31, 1998

Expiration Date: March 31, 2021

WBENC National Certification Number: 236965

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.



Authorized by Debbie Hurst, President Women's Business Center



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 561320
UNSPSC: 80111600





**RFP #2020-3-85
PRICE SHEET FOR
ICE TECH SERVICES**

Position	Staff QTY	Est. of Hours Annually per all staff in position	Price Per Hour	Extended Annual Total
Ice Technician Services Day Crew				
Lead Ice Technician	1	408	\$24.00	\$ 9,792.00
Ice Technician	3	2075	\$19.25	\$ 39,943.75
Ice Attendant	3	536	\$17.50	\$ 9,380.00
Ice Technician Afternoon Crew				
Lead Ice Technician	1	408	\$24.00	\$ 9,792.00
Ice Technician	3	2075	\$19.25	\$ 39,943.75
Ice Attendant	3	536	\$17.50	\$ 9,380.00
Ice Technician Event Crew				
Lead Ice Technician	1	408	\$24.00	\$ 9,792.00
Ice Technician	3	2075	\$19.25	\$ 39,943.75
Ice Attendant	3	536	\$17.50	\$ 9,380.00
ANNUAL TOTAL				\$ 177,347.25



Date: 6/12/2020
ADDENDUM 1
2020-3-85
Ice Tech Services

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Action


- Pre-Conference Attendance Sheet

If you are planning to deliver a paper bid packet, please call Purchasing to schedule delivery. Delivery is recommended to be scheduled on the date of the bid opening. No late bids will be accepted.

The City of Allen strongly encourages bidders to submit their response to all bids electronically.

****There will not be a public opening for this solicitation, as this is a request for proposal. A list of submitting vendors will be available after the due date.*

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL



6/12/20

Signature of Officer

Date



**Best and Final Offer
Bid Tabulation for RFP# 2020-3-85 Ice
Tech Services**

**Innovative Solution Advisors,
LLC DBA Stadium People**

**Entrust One Faculty
Services, Inc**

Position	Staff QTY	Est. of Hours Annually per all staff in position	Price Per Hour	Extended Annual Total	Price Per Hour	Extended Annual Total
Ice Technician Services Day Crew						
Lead Ice Technician	1	408	\$23.50	\$ 9,588.00	\$39.00	\$ 15,912.00
Ice Technician	3	2075	\$19.00	\$ 39,425.00	\$25.00	\$ 51,875.00
Ice Attendant	3	536	\$17.25	\$ 9,246.00	\$22.00	\$ 11,792.00
Ice Technician Afternoon Crew						
Lead Ice Technician	1	408	\$23.50	\$ 9,588.00	\$39.00	\$ 15,912.00
Ice Technician	3	2075	\$19.00	\$ 39,425.00	\$25.00	\$ 51,875.00
Ice Attendant	3	536	\$17.25	\$ 9,246.00	\$22.00	\$ 11,792.00
Ice Technician Event Crew						
Lead Ice Technician	1	408	\$23.50	\$ 9,588.00	\$42.00	\$ 17,136.00
Ice Technician	3	2075	\$19.00	\$ 39,425.00	\$25.00	\$ 51,875.00
Ice Attendant	3	536	\$17.25	\$ 9,246.00	\$22.00	\$ 11,792.00
ANNUAL TOTAL				\$ 174,777.00		\$ 239,961.00