



GENERAL INFORMATION

CITY OF ALLEN, TEXAS

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**INVITATION FOR BID
SOLICITATION #2021-11-22
PURCHASE AND INSTALLATION OF TIRES (RE-BID)**

BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

DECEMBER 31, 2020 @ 2:00 P.M.

NO LATE BIDS WILL BE ACCEPTED

**ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

SUBMIT ORIGINAL BID AND TWO COPIES
ALONG WITH CURRENT INSURANCE CERTIFICATE

BID PACKAGES
MAY BE DELIVERED OR MAILED TO:

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

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Casey Bennett, CGFO, Purchasing Analyst, 214-509-4643, cbennett@cityofallen.org

COVER SHEET

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SECTION I - NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential bidders on subjects such as where to submit bids, 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 bids will be sealed and received by the City of Allen Purchasing Office. Bids shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

INVITATION FOR BID # 2021-11-22 PURCHASE AND INSTALLATION OF TIRES (RE-BID)

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

NO LATE OFFERS WILL BE ACCEPTED FACSIMILE OR EMAILED BIDS WILL NOT BE ACCEPTED

Bid Opening December 31, 2020 @ 2:00 P.M. Central Time

Promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud via teleconference.

1.3 NUMBER OF COPIES

Bidder shall submit **one (1) original set and two (2) copies** of bid documents. This will greatly facilitate the evaluation process. The bid shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.4 BID INFORMATION

All questions regarding bid 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.

1.5 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.

DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form must be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have electronically completed the form, you must print the form, sign & notarize the form, then deliver the form to the City of Allen along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

1.6 ADDENDA/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 Wednesday, December 23rd, 2020 at 2:00 PM. The last day for addenda will be on Monday, December 28th, 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 bid submittal.

1.7 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

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."

1.8 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 bidder 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 bidder to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder

A bid that fully conforms in all material respect to the Invitation for Bid (IFB) and all its requirements, including all form and substance.

Responsible Bidder

A business entity or individual who has the capability, financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders 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.

1.9 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "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 the successful bidder:

- the purchase price;
- 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; and
- the total long-term cost to the City to acquire the bidder's goods or services.

1.10 BID TABULATIONS

Bid tabulations can be accessed through the electronic bidding system. Please allow at least one week after opening date for bids to be tabulated.

1.11 CONTRACT ADMINISTRATION

The City of Allen will be purchasing tires for City Fleet vehicles across the organization; therefore, 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 BIDS

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 bidding; 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 standards for responsible prospective bidders are 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; and
- Completeness and thoroughness of bid submittal.

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 Casey Bennett** at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Casey Bennett, CPCP, CGFO
Purchasing Analyst
305 Century Parkway
Allen, TX 75013
214-509-4643
cbennett@cityofallen.org

1.15 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertising Requirements	December 3 & 10, 2020
Pre-Bid Conference	December 16, 2020 @ 2PM
Deadline for Questions	December 23, 2020 @ 2PM
Deadline for Addenda	December 28, 2020 @ 2 PM
Bids Due	December 31, 2020 @ 2PM

1.16 TELECONFERENCE INFORMATION

A Pre-Bid Teleconference will be held on Wednesday, December 16, 2020 at 2PM. The information for this teleconference is as follows:

Call-In Number: 830-476-3317

Password: 952 236 321#

A Public Bid Opening will be held immediately following the close of this bid on Thursday, December 31, 2020 at 2PM. The information for this teleconference is as follows:

Call-In Number: 830-476-3317

Password: 699 896 016#

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 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 except for 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 based on 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.
 - 2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.
- 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 addendum. Sole issuing authority shall be vested in the City of Allen Purchasing Division. 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 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to ensure compliance with this provision. 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 subcontractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding \$2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.48.1 "Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating)"

- 2.49 Buy American Act See <http://www.whitehouse.gov/> or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- (A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:
- Applying Subsection (A) would be inconsistent with the public interest;
 - Iron, steel, and the relevant manufactured goods are not produced in the United States in enough and reasonably available quantities and of a satisfactory quantity; or
 - Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- (B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- (C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.
- 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 Bidders must be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.
- 2.53 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 price;
 - 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; and
 - the bidder's past business relationship with the City.
- 2.54 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.
- 2.55 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>.

2.56 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

PURPOSE

The City of Allen is soliciting bids on behalf of the Collin County Governmental Purchasers Forum (see membership list attached) for the purchase of new tires with optional installation services, in accordance with the specifications provided herein. This Contract, if awarded, shall be performed on an as needed basis, with estimated annual expenditures as listed below. The following list of agencies has identified themselves as users of this contract. Contractor shall allow the same use to the members under the Collin County Governmental Purchasers Forum list attached.

City of Allen:	\$175,000
Allen ISD:	\$60,000
City of Frisco:	\$10,500
Lovejoy ISD:	\$14,000
Collin County:	\$25,000
Collin College:	\$35,000

The figures above are an estimate only and are not a commitment to buy any specific quantity. Orders will be placed on an as needed basis.

DURATION OF AGREEMENT

The contract period shall commence upon execution of the contract and continue for a period of one (1) year with two (2) optional one-year renewals to be exercised at the City's sole discretion.

VENDOR QUALIFICATIONS

Bidder shall be a fully authorized distributor for the manufacturer's tires offered. Bidder shall operate a fully equipped and outfitted stocking facility capable of providing all tires and related services.

Bidder shall submit references as evidence of successful performance of similar services. A minimum of three (3) references should be submitted. Vendor shall use the form provided within the solicitation, Bidder Qualification Statement (Exhibit 4) to submit reference information.

Prior to contract award, the lowest qualified bidder shall submit evidence as may be required to establish their financial responsibility, experience, and possession of such equipment and tools as may be needed to complete all work in an efficient, safe and satisfactory manner. Shall the low bidder fail to produce satisfactory evidence to the City on any of the aforementioned points, they may be disqualified, and the work awarded to the next low bidder. Bidders should also submit a pricing catalog or website to allow entities to verify pricing against the discounts being offered through this solicitation.

TIRE BRANDS

The City of Allen considers "tire brands" as the name stamped on the tire. Acceptable tire brands for Police Pursuit/Light Emergency vehicles (1 ton & under) are Goodyear & Firestone.

Below highly preferred brand names per categories listed in the Bid Form:

1. Light Vehicles (1 ton & under): Goodyear, Bridgestone, B.F. Goodrich, Michelin, and Firestone.
2. Small Equipment (under 35hp): Carlisle.
3. Heavy Truck (over 1 ton): Goodyear, Bridgestone, and Michelin.
4. Heavy Equipment (over 1 ton): Goodyear, Bridgestone, General, Firestone, and Armstrong.

POLICE TYPE HIGH SPEED PURSUIT TIRES

1. Tires for Police High Speed Applications furnished under this bid shall conform with the latest Department of Transportation (DOT) requirements. Tires shall have a speed rating of H (130 mph) and V (149 mph). All tires shall be minimum first line tubeless tires and have a minimum load range "B", minimum tread wear 240, temperature rated "A" and traction rated "A". NO CONSIDERATION WILL BE GIVEN TO TIRES WHICH ARE LESS THAN FIRST LINE.
2. Tires furnished under this section shall not be more than one (1) year old on date of receipt.
3. Each tire shall be stamped or branded with the manufacturer's name or trademark, the tire size and load range, serial number, and date of manufacturer.

The above tires have been pre-qualified as acceptable brands. Bidders meeting the above described specifications and whose tires have not been pre-qualified, may be required to supply four (4) tires at no cost to the City of Allen within three (3) business days of notification for testing purposes. Test will be performed by the City of Allen Police Department to determine acceptability. Tires will be tested for braking and stopping ability, handling characteristics, performance, durability, and wear.

SERVICES

Certain entities will require service for their tires and the bidder shall provide all necessary labor, equipment, and materials required to perform the following services on an as needed basis:

1. Mount and dismount of tires on entity-owned rims.
2. Removal and installation of tires on entity-owned vehicles.
3. Flat tire repairs.
4. Valve stem replacements.
5. Removal of a tire/rim assembly from vehicles and replace with same.
6. Wheel alignments.
7. Tire disposal.
8. Lifetime computer balancing including heavy truck tires.
9. Tire rotations.
10. Road Services must be available 24 hours, 7 days a week
11. Response to service calls to be provided within one (1) hour of notification from entity.
12. All tires are to be replaced or patched as needed (no plugs).

RETAIL LOCATIONS

Bidders must submit a list of all retail locations willing and able to offer the discounts off listed on the products and services requested in this solicitation. If retail locations offer "Government Rates", please indicate that information as part of the pricing section of this document. If a catalog with these rates is available, please provide that information as a supplement to the pricing section.

DELIVERY LOCATIONS

Unless otherwise stated, all items bid shall be delivered to the ordering agency location identified at the time of order. Ordering agencies are responsible for identifying locations and hours of delivery at the time of order. Costs to deliver, product handling and service calls shall be included as a separate line item in the Pricing section. Do not include sales tax in the bid price as the City of Allen and the Collin County Governmental Purchasers Forum are exempt from federal excise tax, including federal transportation tax. All orders shall be shipped F.O.B. destination.

TURNAROUND TIME

Awarded Vendor must make all effort to complete satisfied services in a timely manner. All tire services and tire replacements shall take no more than a 2-hour turnaround timeframe per vehicle from the time of drop off. All public safety vehicles such as Police and Fire shall be priority. If services are estimated beyond a 2-hour turnaround time completion, the vendor must inform the customer at time of drop off.

In the event a vehicle needs to be parked overnight for service, the vendor will be responsible to secure the vehicle, completely protecting it from vandalism and theft.

MINIMUM CHARGE

The City of Allen and the Collin County Governmental Purchasers Forum will not accept a proposal with a minimum charge stipulation.

CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

ADDITIONS/DELETIONS

The City of Allen and members of the Collin County Governmental Purchasing Forum reserves the right to add or delete tires due to the addition/deletion of vehicles.

METHODS OF PAYMENT

The City of Allen will primarily be utilizing a credit card as the preferred method of payment for this commodity. Members of the Collin County Governmental Purchasers Forum may issue Purchase Orders for this commodity. The City of Allen will not be responsible for any orders placed/delivered by any other entity.

The methods of payment for services will be by credit card and/or purchase order. Vendor will be responsible for submitting invoices to the appropriate ordering agency. Invoices/Receipts from the vendor shall at a minimum must include the company information, date of invoice, correct purchase order/contract number, date of purchase, description and pricing with percent discount shown for verification purposes. Invoices not containing the minimum requirements will be returned to the vendor for correction and resubmission. Participants are not responsible for payment if invoices do not contain the minimum requirements on the invoice. Payment terms are NET 30. All invoices shall be sent to accountspayable@cityofallen.org.

RESPONSIBILITIES, PROTECTION OF CITY FACILITIES, EQUIPMENT AND VEGETATION

The vendor will be responsible to the performance all work outlined in this bid solicitation. The vendor shall also be responsible for all damages to persons or property that occurs as a result of the vendor's fault or negligence.

The vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the City property. If vendor fails to use reasonable care and causes damage to any of this property, the vendor shall replace or repair the damage at no expense to the City. If the vendor fails or refuses to make such repair or replacement, the vendor shall be liable for the cost, which may be deducted from the contract price.

CITY OF ALLEN QUALITY ASSURANCE PROGRAM

Each phase of services rendered under this contract is subject to City inspection, both during and after completion of tasks. The City's quality assurance program is NOT a substitute for quality control by the contractor. The City of Allen's quality assurance does not relieve the

contractor from the responsibility of performing adequate services specified in the contract.

RIGHT TO AUDIT

Vendor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by vendor of any of its payee pursuant to execution of the contract. Such records subject to examination shall also include, but not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the City shall have access to said records from the effective date of this contract, for the duration of the work, and until two (years) after the date of final payment by the City to vendor.

The City shall have access to vendor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, to conduct audits in compliance with this article. The City shall give vendor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by contractor to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be paid by Contractor.

SUBCONTRACTING

No portions of the work will be assigned to a sub-contractor without the prior written consent of the City.

INSPECTION OF SERVICES

1. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
2. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance.
3. The City has the right to inspect all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections in a manner that will not unduly delay the work.
4. If any of the services do not conform to contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may—
 - a. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - b. Reduce the contract price to reflect the reduced value of the services performed.
 - c. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the City may—
 - d. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - e. Terminate the contract for default.

WARRANTY OF SERVICES

1. Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the City of Allen approves specific services, as complete performance of the contract.

2. Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Department shall give written notice of any defect or nonconformance to the Contractor within 24 hours. This notice shall state either—
 - a. That the Contractor shall correct or re-perform any defective or nonconforming services; or
 - b. That the City does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Manager may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.
4. If the City does not require correction or re-performance, the Purchasing Manager shall make an equitable adjustment in the contract price.

SECTION IV
BID FORM/PRICING

NOTE: The City reserves the right to award each line item separately, by each section or award as 'all-or-none', whichever the city deems in the best interest of the City.

****IMPORTANT NOTE: Bidders should also submit a pricing catalog or website to allow entities to verify pricing against the discounts being offered through this solicitation.****

Group 1 – Pursuit Rated Tires for PD Vehicles (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 2 – Light Vehicles (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 3 – Small Equipment, Tractors and Lawn Mowers (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Carlisle	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 4 – Heavy Duty Trucks, Buses and Fire Apparatus (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 5 – Heavy Duty Equipment (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 6 – Trailers (Percent Off Discount by Brand)

Goodyear	_____ %
Bridgestone/Firestone	_____ %
Michelin	_____ %
Carlisle	_____ %
Other Approved Equivalent (specify brand)	_____ %

Group 7 – Services (Please Indicate Flat Rate or Cost per Hour)

Tire Mounting/Dismounting (flat rate or cost per hour)	_____
Tire Balancing (flat rate or cost per hour)	_____
Wheel Alignment (flat rate or cost per hour)	_____
Tire Rotation (flat rate or cost per hour)	_____
Replacement of Valve Stems (flat rate or cost per hour)	_____
Tire Disposal Fee (flat rate or cost per hour)	_____
Flat Tire Repair (flat rate or cost per hour)	_____
Delivery Charge (flat rate or cost per mile)	_____

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.

ADDENDA/AMENDMENTS:

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

SECTION V – 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 affect 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	If Applicable

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	If Applicable

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. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company 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 Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: 2021-11-22

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

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, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each 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.

EXHIBIT 2

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.

By: _____
Signature

(Title)

STATE OF TEXAS

COUNTY OF _____

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

Notary Public, State of Texas

Exhibit 3

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

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.

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

_____ Date

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 or 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 regarding 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, like 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
"NO BID" RESPONSE

Please denote below the reason for not bidding on the above bid:

EXHIBIT 6
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	_____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:

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: _____