



GENERAL INFORMATION

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

REQUEST FOR PROPOSAL
2021-12-31
STEPHEN G. TERRELL RECREATION CENTER

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

APRIL 30, 2021 at 2:00 PM

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:

Debra Morris, Purchasing Manager, dmorris@cityofallen.org
Brian Bristow, Assistant Director of Parks and Recreation bbristow@cityofallen.org

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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.

Proposals shall be submitted in two separate envelopes

- 1.2.1 Envelope 1 label shall read: Stephen Terrell Recreation Center Proposal Submission. All proposals shall provide one (1) original and (5) copies signed by Proposer's authorized representative(s).
- 1.2.2 Envelope 2 label shall read: Stephen Terrell Recreation Center Cost Proposal (original, additional copies not required)

1.3 PRE-PROPOSAL CONFERENCE

A Pre-Bid Conference will be held via teleconference at **10:00 A.M., Monday, April 12, 2021**. This number is also compatible with Microsoft TEAMS. Call information is:

Phone: 1 (830) 476-3317

Conference ID: 394 926 267#

1.4 NUMBER OF COPIES

Proposer shall submit one original set and five (5) copies of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

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 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 workday 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. 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. Please review 1.14 Schedule of Events for the deadline for questions and posting of addendums.

The offeror is required to acknowledge receipt of any addendums by submitting a signed copy of each addendum 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 respects to the Invitation for Bids (IFB) or a 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.

1.11 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
1,000,000 to 1,999,999.99	500	per day
More than 2,000,000	1,000	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.

1.12 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreations Department 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.

1.13 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:

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

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 SCHEDULE OF EVENTS

PUBLIC ADVERTISEMENTS	Thursday – March 25, 2021 Thursday - April 1, 2021
PRE-BID CONFERENCE	Monday - April 12, 2021 10:00 AM
SUBMISSION OF WRITTEN QUESTIONS	Tuesday - April 13, 2021 5:00 PM
ISSUANCE OF ADDENDA I	Thursday – April 15, 2021 5:00 PM
DEADLINE FOR WRITTEN QUESTIONS	Tuesday - April 20, 2021 5:00 PM
ISSUANCE OF ADDENDA II	Thursday - April 22, 2021 5:00 PM
PROPOSAL DUE DATE	Friday - April 30, 2021 2:00 PM
EVALUATION	Week of May 3-7, 2021
PRESENTATIONS	Week of May 10-14, 2021
BEST AND FINAL OFFER	Week of May 17-21, 2021
CONTRACT PREPARED FOR COA FINAL SIGNATURE	Wednesday - May 26, 2021
COUNCIL AWARD RECOMMENDATION	Tuesday - June 8, 2021
NOTICE OF AWARD	Wednesday - June 9, 2021

INQUIRIES

Questions about this bid shall be in writing and directed to Debra Morris or Brian Bristow at the following addresses. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Debra Morris, Purchasing Manager, dmorris@cityofallen.org

Brian Bristow, Assistant Director of Parks and Recreation, bbristow@cityofallen.org

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, 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 Fiscal year 2021 funding for payment has 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 to the awarded vendor or contractor.

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 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering alternate products, 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, 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 for annual contracts for commodity purchases 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 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 undamaged, 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 site 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.

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.

2.47.1 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.

2.47.2 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.

2.47.3 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.

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

2.49 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.

2.50 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;
- 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;
- any relevant criteria specifically listed in the request for bids or proposals.

2.51 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.

2.52 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>

2.53 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 PROJECT DESCRIPTION and SCOPE OF SERVICES

PROJECT DESCRIPTION

The project is located at 1680 West Exchange Parkway, Allen, Texas on City of Allen owned property. The project will generally consist of the following:

SCOPE OF SERVICES

The scope of the project is defined within the signed and sealed Barker Rinker Seacat Architecture, Inc. Drawings, Details, Specifications, and Project Manual; along with all information contained within this Request for Proposal, its Exhibits, and Addenda distributed as a result of these documents. This section provides a non-inclusive overview of anticipated and expected services, all of which are industry standard practices, materials, labor, safety precautions, required for the City of Allen Stephen G. Terrell Recreation Center Project. Fundamentally, the project is to be completed in one phase, generally described as follows:

All construction shall be so coordinated and scheduled so that the full project may conclude with a comprehensive and timely Substantial Completion date. Upon establishing Substantial Completion, all punch-list tasks resulting from a thorough building and site walk-through, must be fully completed in 30 calendar days or less from the issuance of the punch-list. (see Substantial Completion, defined, on next page)

The City intends to contract separately with an indoor play equipment/playground manufacturer, to construct the indoor play area. This area is located on the ground floor of the recreation center and in the vicinity of the main/front check-in desk for facility visitors. The general contractor and the play equipment contractor are expected to coordinate with each other over the last 3 months of the project, making mutually acceptable arrangements to keep the play area and its surrounds accessible as needed for the play equipment contractor to complete their work at or about the same time as the overall project.

PRE-CONSTRUCTION SERVICES:

Within 10-business days of Contract award:

1. Finalize and submit project schedule to Owner and Architect, including milestone dates;
2. Provide Owner and Architect with finalized list of subcontractors, (if different than list included with bid submission), including proof of insurance and emergency contact information;
3. Set up and maintain SWPPP, as regulated by all local, State, and Federal environmental codes
4. Attend meetings with Owner and Architect as requested, for value engineering;
5. Meet with Owner and Architect to spot location for temporary on-site construction office, fencing, dumpsters, traffic control and contractor parking, temporary toilet facilities; utilities, and overall project logistics;

CONSTRUCTION SERVICES (including, but not limited to):

1. Coordination with Owner's testing Contractor for site inspections, testing, and lab results;
2. Other Standard Construction and Construction Management Services:
 - All General Conditions that can reasonably be anticipated for this project, including but not limited to: full-time site supervision; lease, permits, and installation of field office and all required field office equipment and temporary business services and accounts; safety; equipment; construction vehicles; tools; telephone, computer, and fax service; dumpsters; sanitary facilities; waste containers; temporary utilities; project safety and trespass signage; barricades; lights; general clean-up; as-built drawings; and scheduling. (Note: building permits and tap fees shall be obtained by the General Contractor. Permit fees will be paid by the City);
 - Provide on-site Management for the duration of the project to: facilitate project meetings; author and distribute weekly written reports; supervise day-to-day activities; track, discuss and amend project schedules; coordinate all on-site activities; and the timely and effective communication of all project issues with Owner and consultant team;
 - Provide cost estimating, budgetary control/value engineering and management;
 - Assure quality and completeness of the Work with continued on-site and office support monitoring and inspections;
 - Maintain job safety measures, no less than what would be considered industry standard, meeting general OSHA guidelines;
 - All insurance and bonding including, but not limited to: Builder's risk Insurance for the cost of the work; General Liability and Umbrella Insurance for the cost of the work; Bond Premium for the cost of the work (100% performance and payment bonds.);
 - Achieve "Substantial Completion" within approved schedule. Substantial Completion being defined as follows: **Substantial Completion will be achieved only after Owner, Architect, and Contractor have received written confirmation from the Commissioning Agent, that Contractor has satisfied all building and building systems deficiencies as identified in writing by the Commissioning Agent, and at the stage in progress of the Project, where work is sufficiently complete in accordance with the contract documents, and ready for the City to occupy and use as intended.**

POST CONSTRUCTION PHASE SERVICES (including but not limited to):

1. Final resolution to all punch-list items and submission of all close-out documents within thirty (30) days. **Failure to do so, without written approval by Owner, may result in liquidated damage penalties;**
2. Implement warranty repair process, including distribution of a formal warranty repair request forms, and response plan for the duration of all Project warranties;
3. Provide Owner with two (2) year maintenance bond (commencing with substantial completion) updated and including all Project construction, for the actual price of the Project;
4. Provide all closeout documents within 30-days of substantial completion, including but not limited to, O&M manuals, items to remain for Owner stock, and keys;
5. Remove all furniture, fixtures, equipment, dumpsters, and all materials and equipment not belonging to Owner, including disconnection of all temporary utilities, removal of rock base, removal of all temporary fencing and gates, and restoration of grass and irrigation where impacted by removal of temporary items.

GENERAL INFORMATION/INSTRUCTIONS:

Pursuant to the provisions of the Texas Government Code Section 2267.251, it is the intention of the City of Allen to select, via Request for Proposals, a General Contractor for this project. Proposals are to include the information requested in the Response Format document listed and, in the sequence, and format prescribed. In addition to and separate from the requested information, supplementary materials may be provided to further delineate a proposal.

Prior to submittal and during the period between response submission date and the contract award, Respondents, including their agents and representatives, shall not directly discuss or promote their response with any member of the City of Allen City Council or staff except in the course of inquiries, briefings, interviews, or presentations, unless requested by the City of Allen. This provision is not meant to preclude Respondents from discussing other matters with Council members or staff. The policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of these provision may result in rejection of the Respondent's response.

Document/Site Familiarity: At the time of the receipt of responses, each respondent shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP, construction drawings, specifications, and details. No plea of ignorance of conditions that exist or may hereafter exist or of difficulties that may be encountered in the execution of the intent of this project, as a result of failure to make necessary investigations and examinations will be accepted as an excuse for any failure or omission on the part of the vendor to fulfill all the requirements of the contract.

End of Section

**SECTION IV
EVALUATION CRITERIA**

EVALUATION PROCESS

The objective of this evaluation process is to select the proposer that meets and exceeds all requirements of this project for 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 and score each proposal in accordance with the weighted criteria contained in this document.

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.

Envelope 1 { Stephen G Terrell Recreation Center
Proposal Submission
2021-12-31
Vendor Name _____

Provide the following in the order as listed:

1. Qualification Statement Submittal Requirements

Each Contractor shall submit a Qualification Statement with the requested information to allow evaluation. Qualification Statement shall not exceed 15 pages and be bound separately from proposal form and other submittal requirements. Please note that the resumes of proposed project team members will **not** be counted against the page limitation.

2. Experience of the proposed team in similar size and type of project

Provide five (5) examples of projects on which the proposed team, or members of the proposed team, has completed that are similar in purpose and scope to the Project. In providing these examples, include the project name, address of the project, a general description of the project, the name, title, address, and phone number of a contact person for the owner of the project, and the role the contact person played with respect to oversight of the construction, inspection, and acceptance of the project. Four points to be awarded to each approved similar project type with a maximum of 20 points allowable.

3. Demonstrated ability to schedule and manage the Work.

Provide proposed Project Schedule showing duration of Project and key milestones. Points to be awarded based on the project schedule meeting allocated duration noted in specifications.

4. Location of business

Points to be allocated based on the proximity of the proposer's main offices to the City of Allen. For purposes of this criterion, if the proposer has multiple offices, the location of the office where those with corporate decision-making authority over the Project as part of the proposed project team shall be the basis for determining the award of points in this criterion.

Office located in Allen – 5pts

Office located in the counties located within the North Texas Council of Governments and the counties of Montague, Cooke, Grayson, and Fannin, but outside of the City of Allen – 4 pts

Office located in State of Texas, but outside the counties located within the North Texas Council of Governments and the counties of Montague, Cooke, Grayson, and Fannin – 3 pts

Office located in states contiguous to the State of Texas – 2pts
All others – 1 pt.

5. Ability and availability of key personnel.

Submit resumes and current workload (i.e. other projects on which the personnel are presently working or anticipate working during the period the Work is progressing) for the Project Manager, Project Engineer and Superintendent to be assigned to the Project. Points will be assigned based on a comparison of the demonstrated experience of the individual members of the project team in and the team members’ respective availability to regularly communicate and/or meet with Owner’s project representatives as the Project progresses and to otherwise oversee and supervise the Project as required by the Contract Documents.

6. Ability to accommodate current workload

Provide a list of projects completed in the past year by the company office that will be tasked with handling the construction of the Project. List to include project name, basic project type (i.e., new recreation center, renovated school, new church, etc....) and final construction price for each project. Provide sum of the total volume of work in construction dollars performed during the past year by the proposer. Also provide the total volume of work in construction dollars currently under contract for the company office that will be tasked with handling the construction of the Project. Proposers to submit an explanation of the relationship between current workload and past workload. Points to be awarded based on a demonstrated ability to accommodate current workload.

REQUIRED FORMS TO BE RETURNED WITH PROPOSAL SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Endorsement Page
- Bid Bond for 5% of total project

PROPOSAL RESPONSE DOCUMENTS

Envelope 2 { Stephen G Terrell Recreation Center
Proposal Cost
2021-12-31
Vendor Name_____

Total bid amount

50 Points to be allocated to the qualified low proposal. The remaining bids to receive points based on proportional difference from low proposal. (i.e. if next proposal is 10% above the qualified low proposal, then that contractor receives 5 fewer points.)

1.	Total bid amount	50	
2.	Experience of the proposed team (see item 5) in similar size and type of project	20	
3.	Demonstrated ability to schedule and manage the Work.	5	
4.	Location of business.	5	
5.	Ability and availability of key personnel.	10	
6.	Ability to accommodate current workload	10	
Total Points		100	

SECTION V
CONSTRUCTION
PRICING
(REQUIRED PROPOSAL SUBMISSION FORM)
Request for Proposal – Solicitation # 2021-12-31

City of Allen
305 Century Parkway
Allen, Texas 75013

The undersigned, having examined and familiarized themselves with the Contract Documents, the site of the proposed work, local conditions affecting the cost of the work, and the construction contract drawings and project manual, hereby proposes to furnish all labor, materials, equipment and services required for the work, all in accordance therewith.

BASE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein.

Base Proposal including labor, material, and equipment not identified as an “allowance” or “alternate”, in Section detail as follows:

Division 01 – General Requirements:

Bonds/Insurance \$ _____
General Conditions \$ _____

Division 02 – Existing Conditions:

Materials \$ _____
Labor \$ _____

Division 03 – Concrete:

Materials \$ _____
Labor \$ _____

Division 04 – Masonry:

Materials \$ _____
Labor \$ _____

Division 05 – Metals:

Materials \$ _____

Labor \$ _____

Division 06 – Wood, Plastics and Composites:

Materials \$ _____

Labor \$ _____

Division 07 – Thermal and Moisture Control:

Materials \$ _____

Labor \$ _____

Division 08 – Openings:

Materials \$ _____

Labor \$ _____

Division 09 – Finishes:

Materials \$ _____

Labor \$ _____

Division 10 – Specialties:

Materials \$ _____

Labor \$ _____

Division 11 – Equipment:

Materials \$ _____

Labor \$ _____

Division 12 – Furnishings:

Materials \$ _____

Labor \$ _____

Division 13 – Special Construction:

Not used

Division 14 – Conveying Equipment:

Materials \$ _____

Labor \$ _____

Division 21 – Fire Suppression:

Materials \$ _____

Labor \$ _____

Division 22 - Plumbing:

Materials \$ _____

Labor \$ _____

Division 23 – Heating, Ventilation, and Air Conditioning:

Materials \$ _____

Labor \$ _____

Division 26 - Electrical:

Materials \$ _____

Labor \$ _____

Division 27 - Communications:

Materials \$ _____

Labor \$ _____

Division 28 – Electronic Safety and Security:

Materials \$ _____

Labor \$ _____

Division 31 - Earthwork:

Materials \$ _____

Labor \$ _____

Division 32 – Siter Improvements

Materials \$ _____

Labor \$ _____

Division 33 – Utilities

Materials \$ _____

Labor \$ _____

PROJECT TIMING:

Total Number of Days Anticipated from Notice to Proceed Until Substantial Completion for each Phase:

(Substantial Completion achieved only after Contractor has written notification from Commissioning Agent that the building and all building systems are functioning as detailed in the specifications and details, and Fire Department can move in)

_____ **Calendar Days**

Contractor will have 30-calendar days from Substantial Completion to complete the Work and close-out, or liquidated damages may be incurred. See contract terms and conditions.

TOTAL BASE BID PROJECT PROPOSAL:

(Project Total Should Equal the Total of All Divisions)

(Clearly Printed): _____

_____ **Dollars** _____)

ADD ALTERNATE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein.

***Note:** All landscape “Base Bid / Add Alternate” areas are shown with a bold-dashed outline on plan sheet(s) referenced.

Alternate #1: Concrete Trail Thickness (Sheet reference: L102)

1. **Base Bid:** 5" thick concrete pavilion
2. **Alternate:** 6" thick concrete paving

Materials and Labor \$_____

Alternate #2: Seat walls, decomposed granite, and planting (Sheet reference: L202, L502)

3. **Base Bid:** Sod, Irrigation, & Canopy Trees
4. **Alternate:** Seat Walls, Decomposed Granite, French Drain, Planting, Irrigation, & Canopy Trees

Materials and Labor \$_____

Alternate #3: East trail connection (Sheet reference: L202, L502, L205, L505)

5. **Base Bid:** Seed & Temporary Irrigation
6. **Alternate:** Concrete Walk as shown on drawings

Materials and Labor \$_____

Alternate #4: Seed & Temporary Irrigation (Disturbed Areas Only vs. Entire Hatched Area) (Sheet reference: L502, L503, L505, L506, L507, L508)

7. **Base Bid:** Seed & Temporary Irrigation Disturbed Areas Only
8. **Alternate:** Seed & Temporary Irrigation All Areas Shown with Hatch

Materials and Labor \$_____

Alternate #5: Plantings at Parking Lot Islands and Area Adjacent to West Side of Building (Sheet reference: L501, L502, L503, L504)

9. **Base Bid:** Sod, Irrigation, & Canopy Trees
10. **Alternate:** Planting, Irrigation, & Canopy Trees as shown on drawings

Materials and Labor \$_____

Alternate #6: Interior Thin Stone Veneer Walls (Sheet reference: A502, A503, A608, A617, A618)

11. **Base Bid:** Eliminate thin stone veneer at the interior walls along Grid D.02 above Stair 2 to the mezzanine level and the return wall at the east side of the wall. Eliminate the thin stone veneer wall along Grid 3.18 at Game Area 1460. In lieu of stone veneer assembly provide gyp. bd. with accent paint.
12. **Alternate:** Provide thin stone veneer walls as shown in the drawings.

Materials and Labor \$_____

Alternate #7: Modular Turf in Rec Gym - (Sheet reference: A801)

13. **Base Bid:** Eliminate modular indoor turf system.
14. **Alternate:** Provide modular indoor turf system as shown on drawings and listed in the specification.

Materials and Labor \$_____

END OF REQUIRED BID SUBMISSION FORM (CONSTRUCTION)

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)

Address:		
City	State	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, 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

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.

Name of Contractor

By: _____
Signature

(Print Name)

(Title)

STATE OF TEXAS §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2021

Notary Public, State of Texas

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) _____

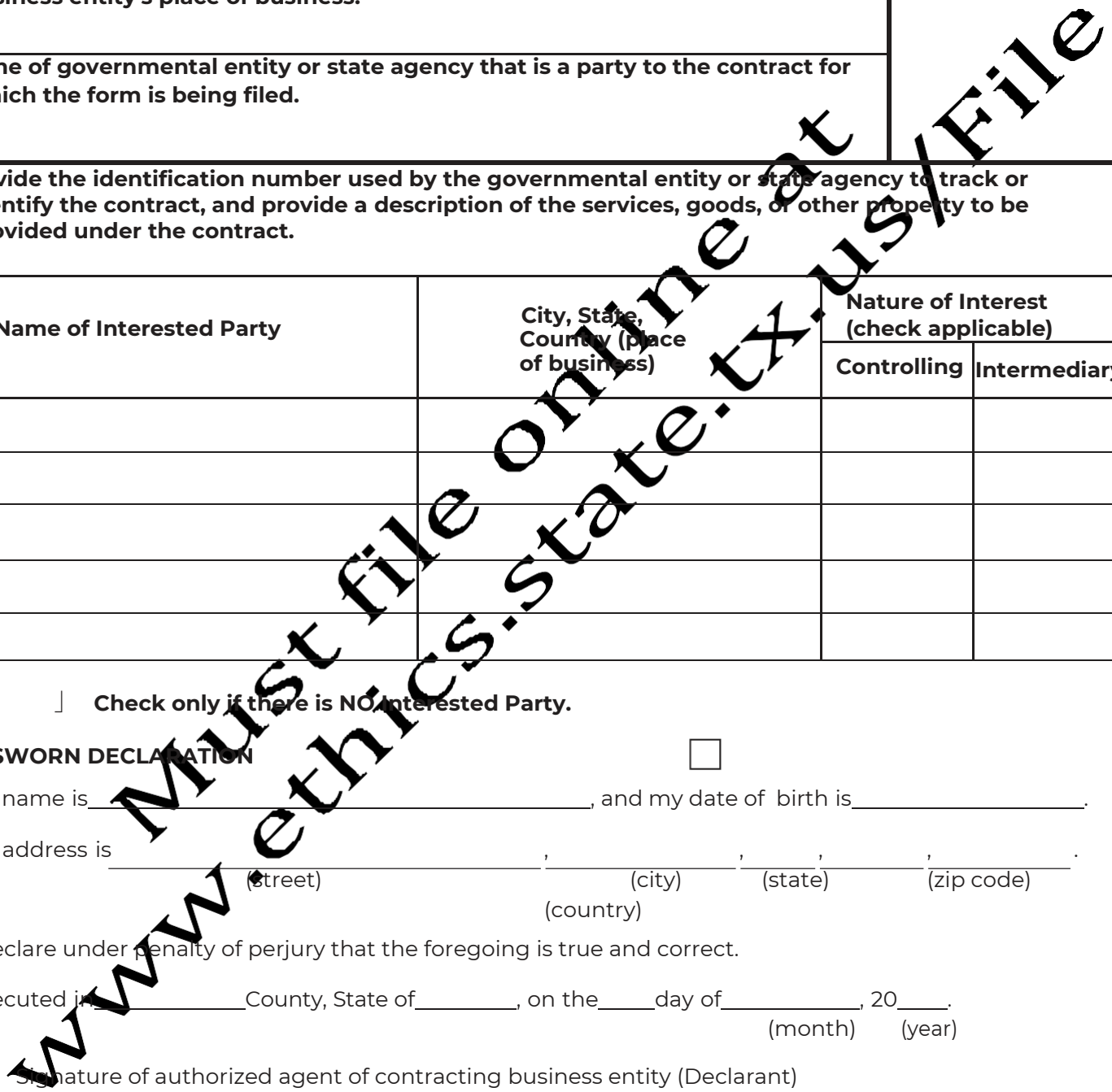


EXHIBIT 4

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
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: _____



**EXHIBIT 6
BONDS**

STATE OF TEXAS §

§

BID BOND

COUNTY OF COLLIN §

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within _____ consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$_____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Contractor (Firm Name)

By: _____

Title: _____

Address

City: _____ State: _____ Zip: _____

Phone

Fax

(Must be submitted with the bid submittal)

STATE OF TEXAS

PERFORMANCE BOND

COUNTY OF COLLIN §

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully and faithfully execute the work and perform the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal:	Surety (for all Notices/Claims to be received hereunder):
_____	_____
Title: _____	Title: _____
Company: _____	Company: _____
Address: _____	Address: _____
_____	_____

(Must be submitted to the Project Manager prior to contract execution)

STATE OF TEXAS § PAYMENT BOND

COUNTY OF COLLIN §

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal: _____ Surety (for all Notices/Claims to be received hereunder): _____

Title: _____ Title: _____

Company: _____ Company: _____

Address: _____ Address: _____

(Must be submitted to the Project Manager prior to contract execution)

THE STATE OF TEXAS }

MAINTENANCE BOND

COUNTY OF COLLIN }

That _____ of the City of _____, County of _____, State of Texas ("Principal/Contractor"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal/Contractor has entered into a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract, together with all plans, specifications and requirements therein mentioned, is referred to and made part hereof the same as if fully copied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said **City of Allen, Texas** shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 202X.

Principal:

Surety (for all Notices/Claims to be received)

By: _____

By: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

NOTE: Date of Maintenance Bond must not be prior to date of Contract. Must be submitted to the Project Manager at project acceptance)