

STATE OF TEXAS           §  
                                     §                   **AGREEMENT FOR THE PURCHASE OF  
OPERATIONS, CONVERSIONS AND ICE  
TECHNICIAN SERVICES**

COUNTY OF COLLIN       §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and EBS Solutions, Inc. ("Contractor") acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the City desires to obtain Temporary Personnel for Operations, Conversions Services from Company in accordance with the City's description and scope of services attached hereto as Exhibit "A" ("Scope of Services"); and

**WHEREAS**, Company desires to provide services to City in accordance with Scope of Services attached hereto as Exhibit "A";

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I**  
**Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until May 31, 2020, unless earlier terminated as provided herein (the "Term").

**Article II**  
**Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement; and
- B. The City's Request for Proposal #2017-4-74 (Exhibit A);
- C. The Vendor's response to Request for Proposal #2017-4-74 (Exhibit A).

### **Article III Scope of Services**

Contractor shall provide the Services specifically set forth in the Scope of Services as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

### **Article IV Schedule of Work**

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

### **Article V Compensation and Method of Payment**

5.1 Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total annual compensation to Contractor shall not exceed \$578,064.00 during the Term. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

### **Article VI Notice to Proceed**

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

### **Article VII Suspension of Work**

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

## **Article VIII**

### **Devotion of Time; Personnel; and Equipment**

8.1 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

8.2 To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

8.3 The Contractor shall furnish the facilities, hardware, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

8.4 Time is and shall be of the essence in the performance of this Agreement as written.

## **Article IX**

### **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

## **Article X**

### **Termination**

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;

- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or “Event of Bankruptcy” shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

## **Article XI**

### **Insurance**

11.1 Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Contractor’s employees involved in the provision of services under this Agreement.

11.2 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.

11.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

## **Article XII Miscellaneous**

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

12.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

12.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

12.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Allen, Texas  
Attn: City Manager  
305 Century Parkway  
Allen, Texas 75013  
Facsimile: 214-509-4118

with copy to:

Peter G. Smith  
Nichols, Jackson, Dillard, Hager &  
Smith, L.L.P.  
500 N. Akard, 1800 Lincoln Plaza  
Dallas, Texas 75201  
Facsimile: 214-965-0010

If intended for Contractor:

EBS Solutions Inc.  
Attn: Jay Billingsley  
2631 Commerce Street, Suite A  
Dallas, TX 75226  
Facsimile: 214-295-1073

12.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

12.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

12.11 Indemnification. Contractor 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 Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company'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.

12.12 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

12.13 Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.14 Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

*(Signature page to follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF ALLEN**

By: \_\_\_\_\_  
PETER H. VARGAS, CITY MANAGER

305 Century Parkway  
Allen, Texas 75013

**ATTEST**

\_\_\_\_\_  
SHELLEY B. GEORGE, CITY SECRETARY

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
**EBS SOLUTIONS INC.**

By: \_\_\_\_\_  
Signature of Authorized Officer

Name: \_\_\_\_\_  
Print Name

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

2631 Commerce Street, Suite A  
Dallas, TX 75226



**EXHIBIT “A”**  
**SCOPE OF SERVICES**

1. The City’s Request for Proposal #2017-4-74
2. The Vendor’s response to Request for Proposal #2017-4-74
3. Bid Tabulation



GENERAL INFORMATION

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

**REQUEST FOR PROPOSAL  
#2017-4-74  
ALLEN EVENT CENTER  
BUILDING OPERATIONS/CONVERSION SERVICES  
AND  
ICE TECHNICIAN SERVICES**

**(PARTIAL BIDS WILL BE ACCEPTED;  
VENDORS CAN BID ON EITHER OPTION  
OR BOTH OPTIONS)**

PROPOSALS ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**MAY 12, 2017 @ 2:00 P.M.**

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

**SUBMIT ORIGINAL PROPOSAL AND THREE COPIES  
ALONG WITH CURRENT INSURANCE CERTIFICATE**

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:  
Mindy Gallegos, Contract Administrator 214-509-4631

## COVER SHEET

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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**

All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL  
#2017-4-74  
ALLEN EVENT CENTER  
BUILDING OPERATIONS, CONVERSION, AND ICE TECHNICIAN SERVICES**

Sealed offers are to be submitted to:

City of Allen  
Purchasing Department  
305 Century Parkway  
Allen, TX 75013

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

**Proposals are due by: MAY 12, 2017 @ 2:00 P.M. Central Time**

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

**1.3 PRE-PROPOSAL MEETING**

A pre-proposal meeting is scheduled for **Friday, May 5, 2017 at 10:00 AM**. The meeting will be held in the Meeting Room at the Allen Event Center, 200 E. Stacy Road, #1350, Allen, Texas 75002 (South side of the AEC). We will meet at the Box Office and then head to the meeting room.

**1.4 NUMBER OF COPIES**

Proposer shall submit one original set and **three (3)** 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 any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

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

## 1.6 DISCLOSURE OF RESPONSE

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

## 1.7 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 insure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on Monday, May 8, 2017 at 2:00 PM. The last day for addenda will be on Tuesday, May 9, 2017 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

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

## 1.8 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 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.

## 1.9 AWARD

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

## 1.10 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.

## 1.11 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he 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.

## 1.12 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.

## 1.13 INQUIRIES

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

Mindy Gallegos  
Contract Administrator  
305 Century Parkway  
Allen, Texas 75013  
214-509-4631  
[mgallegos@cityofallen.org](mailto:mgallegos@cityofallen.org)

## 1.14 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	April 27, 2017 May 4, 2017
Issue Request for Proposal	May 4, 2017
Pre-proposal Conference	May 5, 2017 - 10:00 AM
Questions Due	May 8, 2017 - 2:00 PM
Addenda Due	May 9, 2017 - 2:00 PM
Proposal Submittal Due Date	May 12, 2017 - 2:00 PM
Council Approval (Tentative)	June 13, 2017

## **SECTION II**

### **GENERAL TERMS & CONDITIONS**

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

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

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

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

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

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

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

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

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

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

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

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

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

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

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

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

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

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

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

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

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.



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

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

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

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

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

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

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

2.30 The City of Allen reserves the right to award a vendors bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

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 past 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 any/all of the price redetermination as it deems to be in the best interest of the City. 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 first rate condition in containers suitable for damage-free shipment and storage.
- 2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.
- 2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.
- 2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.
- 2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.
- 2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.
- 2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.
- 2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

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

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

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

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

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

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

2.48 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/> for revisions, amendments, and more information. Sec 1605. Use of American iron, steel, and manufactured goods.

- (A) 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.
- (B) 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-
  - a. Applying Subsection (A) would be inconsistent with the public interest;

- b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
  - c. 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.
- (C) 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.
- (D) 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 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; and
- any relevant criteria specifically listed in the request for bids or proposals.

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  
SPECIFICATIONS AND REQUIREMENTS  
REQUEST FOR PROPOSAL 2014-2-130  
ALLEN EVENT CENTER**

**BUILDING OPERATIONS/CONVERSION SERVICES AND  
ICE TECHNICIAN SERVICES  
Allen Event Center located at 200 E. Stacy Rd, Allen, TX 75002**

It is the intention of the City of Allen to enter into a one-year contract for Building Operations/Conversion Services and Ice Technician Services as needed by the City of Allen Event Center. (PARTIAL BIDS WILL BE ACCEPTED; VENDORS CAN BID ON EITHER OPTION OR BOTH OPTIONS)

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

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

Successful contractor shall pay or cause to be paid, without cost or expense to the City of Allen all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**SCOPE OF WORK**

The ultimate responsibility for the successful contractor is to provide Building Operations, Conversion, and Ice Technician Services. The City of Allen - Allen Event Center Arena in its capacity is a 115,000 square foot facility. Such service shall encompass the adequate labor and supervision for the performance of the projected work assigned. The equipment, supplies and material will be furnished by the City of Allen - Allen Event Center. The Allen Event Center Building Operations, Conversion, and Ice Technician Services has an *estimated* annual expenditure of \$515,000.00

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

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

1. The purpose and intention of this bid is for the City of Allen to receive quotations for an hourly rate for Building Operations/Conversion Services and Ice Technician Services.

2. Contractor shall comply with all State, Federal, and local laws (including the Americans With disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights of 991) as to treatment and compensation of its employees. City of Allen shall make no payments to individual workers.
3. Contractor shall be responsible to maintain insurance coverage for all temporary employees to include general liability and auto liability in the amount of not less than \$1,000,000 per occurrence, naming the City of Allen as additional insured and providing a waiver of subrogation. The contractor shall maintain Workers Compensation 1,000,000 per occurrence and a waiver of subrogation shall apply. Contractor shall be responsible for any injury, damage or loss arising out of any acts or omissions of the temporary employee while performing their duties for the City of Allen. All insurance companies and coverage's must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Allen. A certificate evidencing the coverage's with a 30 day notice of cancellation shall be provided before the contractor can begin any contractual obligation with the City.
4. The City has the right to control the details of the temporary employee's work while assigned to the City.
5. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check and a drug test before placing the temporary in the work environment. The City of Allen will cover all costs associated with this.
6. Attached is a listing of position specifications for the different types of personnel possibly needed by the City. Please use this form for quoting hourly rates for each description.
7. The City of Allen reserves the right to add additional job duties/descriptions if the need arises, during the term of this contract. Therefore, please provide a complete listing and hourly rate of additional services that your firm can provide that are not listed herein.
8. Hourly rates quoted shall be firm for one (1) year from award date and shall be binding if agency is selected for primary or alternate provider.
9. Please list at least three (3) references, preferably governmental agencies that you are currently doing business with.
10. Proposal submission services to include:
  - a. description of agency and services provided;
  - b. applicant/employee testing conducted by agency;
  - c. employee training conducted by agency;
  - d. statement about worker's compensation and liability insurance coverage;
  - e. \*employee criminal background screening conducted by agency – Specific screening requirement: SS Trace to determine counties the individual has resided in to know which Criminal County checks to conduct (record of past 7 yrs.); Statewide Criminal record check and Statewide Sex Offender Registry. If applicant has resided in another state in the past 7 years, we ask that those state records are checked in addition to Texas.
11. The Contractor shall use reasonable care to employ and retain employees who are qualified, competent and trustworthy. As a minimum, the Contractor shall, prior to hiring an applicant, determine the following: compatibility of the applicant working in a customer service environment; test each applicant for the presence of illegal drugs and/or the presence of legal drugs in excess of medically-approved standards; and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. All Contractor employees shall be a minimum of 18 years of age. No Contractor employee shall have been convicted of felony or theft related misdemeanor. Contractor will conduct employment background checks on all newly hired employees. Contractor shall employ experienced, knowledgeable personnel to perform duties to which they are assigned.

12. Contractor (s) will receive written notice of the bid award, which will include the agreed upon rate for each job description, a copy of the Building Operations, Conversion and Ice Technician Specifications and a copy of the Building Operations, Conversion and Ice Technician Operating Procedures.
13. The City of Allen is an Equal Opportunity Employer. All job vacancies are advertised through the media and posted for public view. The City of Allen will not reject any application for employment by temporary employees assigned in the workplace. It is the policy of the City of Allen not to pay any release fees in the event a temporary is selected from the applicants.

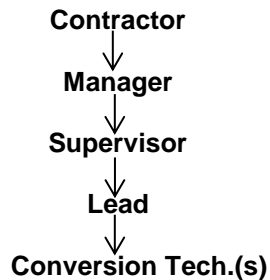
The awarded contractor will perform Building Operations/Conversion Services, and Ice Technician Services for the City of Allen - Allen Event Center, a 24/7 facility, including but not limited to:

- General Building Operations
  - Repair and upkeep of arena's retractable seating system
  - Set and strike of tables, chairs, and various equipment for building needs
  - Maintenance of arena dasher system and glass
  - Use of various warehouse equipment including fork lifts, personnel lifts, pallet jacks, etc.
  - Administrative tasks including filing reports, documenting work, and maintain records
  - Special projects
- Conversions
  - Sporting Events
    - Hockey
    - Indoor Soccer
    - Indoor Football
    - Basketball
    - Rodeo
    - Gymnastics / Cheerleading Competitions
  - Stage Shows
    - Concerts
    - Musicals
    - Pageants
    - Awards Ceremonies
  - Trade Shows
  - Miscellaneous Events
    - Corporate Meetings
    - Luncheons and Banquets
    - Other various events
- Ice Technician Services
  - Daily Maintenance of Ice for 2 rinks
    - Maintaining ice conditions
    - Hockey Nets
    - Rink Netting
    - Ice Pit
    - Rubber Matting
  - Dasher Boards
    - Advertisements
    - Glass
    - Minor repairs
  - Ice Surface
    - Ice Removal
    - Ice Rebuild
    - Rink Ice Painting
  - Zamboni
    - Minor repairs
    - Preventative maintenance
    - Safety checks

- Safe Operation
- Administrative
  - Reports
  - Records

## STRUCTURE:

The following represents the desired structure for the Building Operations and Conversion Crew:



All positions, including the Manager and Supervisor, are “working” positions. All staff members are expected to work in all capacities and functions as described in the scope of work. New employees will start at Conversion Technician 1 for the first three months of work. After the first three months of work, employees are eligible for a performance based promotion to Conversion Technician 2. Every step up in position thereafter is strictly performance based and advancements determined by company should be communicated with the Director of Operation and Production.

1. **Building Operations Day Crew** (2 - 5 staff members determined by event requirements) will consist of the following:
  - a. Manager or Supervisor
  - b. Core Crew consisting of Lead 2s, Lead 1s, or Conversion 3s
2. **Building Operations Event Crew** (3 – 6 staff members determined by event requirements) will consist of the following:
  - a. Manager or Supervisor
  - b. Core Crew consisting of Lead 2s, Lead 1s, or Conversion 3s
3. **Building Operations Conversion Crew** (10 – 40 staff members determined by event requirements) will consist of the following:
  - a. Manager
  - b. Supervisor
  - c. Lead 2s, Lead 1
  - d. Changeover Tech. 3s, Changeover Tech. 2s, Changeover Tech. 1



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



1. **Ice Technician Day Crew** (1 – 5 staff members, determined by event requirements) will consist of the following:
  - a. Lead Ice Tech or Ice Tech
  - b. Ice Tech or Ice Attendant
  
2. **Ice Technician Afternoon Crew** (1 – 5 staff members determined by event requirements) will consist of the following
  - a. Lead Ice Tech and/or Ice Tech or Ice Attendant
  
3. **Ice Technician Event Crew** (4 – 7 staff members determined by event requirements) will consist of the following:
  - a. Lead Ice Tech or Ice Tech
  - b. Ice Techs
  - c. Ice Attendants or Ice Techs

## **SPECIFICATIONS**

### **CITY OF ALLEN – ALLEN EVENT CENTER BUILDING OPERATIONS, CONVERSION AND ICE TECHNICIAN SERVICES RFP # 2014-2-130**

#### **ALL CREW REQUIREMENTS AND PROCEDURES**

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

#### **UNIFORM REQUIREMENTS**

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

Building Operations and Conversion:

- Managers and Supervisors
  - For all shifts
    - Collared shirt with contractor's and Allen Event Center's logos
    - Black work pants or slacks and black belt with standard sized belt buckle
    - Black work boots or dress shoes
    - Business casual style coats and jackets are permitted when conditions require
- Lead 2s and Lead 1s
  - Event shift
    - Collared shirt with contractor's and Allen Event Center's logos
    - Black work pants and black belt with standard sized belt buckle
    - Black work boots or work shoes
    - Coats, jackets, and / or protective clothing are permitted when conditions require
  - Day shift and changeover shift
    - Collared shirt or Black t-shirt with contractor's and Allen Event Center's logos
    - Black work pants and black belt with standard sized belt buckle
    - Black work boots or work shoes
    - Coats, jackets, and / or protective clothing are permitted when conditions require
- Conversion Technician 1-3
  - Event shift
    - Black t-shirt with contractor's and Allen Event Center's logos
    - Black work pants and black belt with standard sized belt buckle
    - Black work boots or work shoes
    - Coats, jackets, and / or protective clothing are permitted when conditions require
  - Day shift and changeover shift
    - Black t-shirt with contractor's and Allen Event Center's logos
    - Black work pants and black belt with standard sized belt buckle
    - Black work boots or work shoes
    - Coats, jackets, and / or protective clothing are permitted when conditions require

Ice Technicians:

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

**DESIGNATED WORK SPACE**

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

**INVOICING AND BILLING**

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

**UNAUTHORIZED PERSONNEL**

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

**EMERGENCY CONTACTS**

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

**NO SMOKING POLICY**

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

**KEYS AND UNIFORMS**

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

**ENERGY CONSERVATION**

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

**SAFETY AND HEALTH**

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

**SECURITY**

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

**EMPLOYEE IDENTIFICATION AND BUILDING ACCESS**

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

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

Contractor will be supplied with a list containing point of contacts and corresponding phone numbers to contact in case of an emergency. Access to designated restricted areas is forbidden to contractor's

employees. Areas to be restricted will be designated by the authorized City of Allen Event Center representative.

### **EQUIPMENT AND SUPPLIES**

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

### **BUILDING OPERATIONS, CONVERSION AND ICE TECHNICIAN SERVICES ACTIVITY SPECIFICATIONS**

These specifications are given as a general guideline to establish a minimum quality of service for each Building Operations, Conversion, and Ice Technician Services activity. The activities are defined in the designated Crew Frequency Schedule which outlines the level of service required for each type of area.

### **GENERAL BUILDING OPERATIONS**

General Building Operations entails the day to day work at the Allen Event Center and is often referred to as the "day crew."

- a Repair and upkeep of the arena's retractable seating system is a daily assignment. The Allen Event Center currently owns a retractable seating system manufactured by Irwin Telescopic Seating. Seats must be adjusted between each game to compensate for normal wear and tear. In the event that a seat or seat bracket is beyond repair, the seat or seat bracket must be replaced with an identical seat or seat bracket from the spare part inventory. This process involves removing the bolts anchoring the seat to the floor, removing the seat bracket, replacing it, and re-bolting it to the retractable system. Locking mechanisms on the seating system should be checked daily and any adjustments should be made immediately.
- b The arena dasher system and glass should be inspected after each event. Any damages should be reported to a designated Allen Event Center staff member and addressed immediately. Spare screws, bolts, and sections of soft cap are stored in the Allen Event Center's inventory and should be used when needed. The interior of the glass should be cleaned before each sporting event. Scuffs and marks should be scrubbed away with a graffiti wipe and then immediately squeegeed with hot water to remove any chemical residue. Damaged section of glass should be changed immediately with a spare sheet of the same size.
- c Tables, chairs, pipe and drape, and other various equipment owned by the Allen Event Center are used throughout the week for various functions. All equipment should be inspected as it is set up to ensure it is in safe, working order. Equipment should be broken down in a timely manner after its use to allow the housekeeping crew to complete their work. Unused equipment is to be stored and secured in a designated location inside one of the Allen Event Center's storage areas.
- d Inventory of all building equipment, soft goods, tools, furniture, etc. should be checked weekly. A master inventory list of all equipment should be maintained and updated with all changes. Furniture on the concourse and premium level should be positioned as directed for each event.
- e The Building Operations Day Crew can be assigned a variety of projects that include basic carpentry, welding, simple fabrication, painting, assisting other departments and any other similar tasks as assigned by the Director of Operations and Production

### **EVENT OPERATIONS**

A Building Operations Event Crew must be present for every event held at the Allen Event Center.

- a. Conduct a pre-event walkthrough of the facility to ensure the building is properly set up and safe for patrons. During the pre-event walkthrough, all retractable seats should be physically tested and inspected, all hand rails should be physically tested and inspected, floors and stairways should be checked for trip hazards, stages, decks, and platforms should be checked for stability, and all unused equipment should be properly stored and secured.

- b. Respond to and resolve any Operations issues that may come up during an event including, but not limited to:
  - Last minute requests made by the event's staff
  - Broken or collapsed retractable seats
  - Broken glass on the dasher system
  - Complications with building equipment necessary for the event
- c. Assist the building and event staff with any mid-event changes and setups
- d. Prepare the facility for conversion if a conversion will immediately follow the event by assembling required tools and equipment, staging materials in an accessible location, and obtaining instruction documents for the conversion.
- e. Conduct a post-event walkthrough of the facility to look for any issues or damages that may have occurred during the event. All equipment used during the event should be accounted for, stored and secured, and the facility should be prepared to be turned over to the overnight housekeeping and conversion crews.

## CONVERSIONS

Conversions at the Allen Event Center typically occur overnight or on days with no scheduled events taking place. All conversions will be scheduled by the Director of Operations and Production or a representative of the Allen Event Center.

- a. Hockey Conversions include but are not limited to:
  - Complete strike of prior event
  - Uncover the ice surface if covered
  - Install all dasher boards, glass, and safety nets
  - Remove roll-away sections and install penalty boxes and team benches
  - Extend all necessary retractable seating and stairs
  - Install necessary rails for retractable seating
  - Install ADA decks and folding chairs in ADA sections
  - Install glass suites and suite furniture on corners of the ice
  - Allow Ice Technicians access to the ice surface to run Zambonis
  - Install goal lights and game nets
  - Place concourse booths, pub tables, and furniture on concourse and premium level
- b. Indoor Soccer Conversions include but are not limited to:
  - Complete strike of prior event
  - If dasher boards are not in place, install dasher boards and glass. If dasher boards are in place, remove sections to allow placement of soccer goals
  - Cover the ice with polar floor decks
  - Retract necessary seating and stairs to allow placement of soccer goals
  - Install necessary rails for retractable seating
  - Install soccer specific dasher advertisements onto dasher boards
  - Lay out and install soccer turf
  - Install nets on goals
  - Install ADA decks and folding chairs in ADA sections
  - Install glass suites and suite furniture on corners of the ice
  - Place concourse booths, pub tables, and furniture on concourse and premium level
- c. Indoor Football Conversions include but are not limited to:
  - Complete strike of prior event
  - Install dasher boards if not already installed
  - Cover the ice with polar floor decks
  - Retract necessary seating and stairs to allow placement of field level suites
  - Install necessary rails for retractable seating
  - Lay out and install football turf
  - Install football pads and advertisements to dasher boards
  - Install goal posts from hang points
  - Install ADA decks and folding chairs in ADA sections
  - Install glass suites and field level suites

- Place concourse booths, pub tables, and furniture on concourse and premium level
- d Basketball Conversions include but are not limited to:
  - Complete strike of prior event
  - Install dasher boards if not already installed. Remove down aisles and floor entrances where applicable
  - Cover dasher boards with black covers
  - Cover the ice with polar floor decks
  - Extend all retractable seating and stairs
  - Install necessary rails for retractable seating
  - Lay out and install basketball court
  - Install goals and attach shot clocks
  - Place decks on ends of court for courtside seats
  - Place team benches, scorer's tables, and media tables around court
  - Place concourse booths, pub tables, and furniture on concourse and premium level
- e Rodeo Conversions include but are not limited to:
  - Complete strike of prior event
  - Install dasher boards along sides if not already installed. Remove the radius dasher boards on each end
  - Retract seating on both ends and extend all seating on the sides
  - Install necessary rails for retractable seating
  - Cover the ice with polar floor decks
  - Cover the polar floor and dasher boards with plastic sheeting and tape seams
  - Lay plywood over plastic sheeting over the ice
  - Install announcer's platform
  - Assist in the application of rodeo dirt
  - Place concourse booths, pub tables, and furniture on concourse and premium level
- f Gymnastics / Cheerleading / Karate / Wrestling Competition type Conversions include but are not limited to:
  - Complete strike of prior event
  - Install dasher boards if not already installed. Remove down aisles and floor entrances where applicable
  - Cover dasher boards with black covers
  - Cover the ice with polar floor decks
  - Position all retractable seating and stairs as needed
  - Install necessary rails for retractable seating
  - Hang truss and curtain where applicable
  - Install judge's platform and awards platform
- g Concert / Musical / Pageant / Stage Show Conversions include but are not limited to:
  - Complete strike of prior event
  - Install dasher boards if not already installed. Remove down aisles, floor entrances where applicable, and radius behind the stage
  - Cover dasher boards with black covers
  - Cover the ice with polar floor decks
  - Extend all retractable seating in seating sections open for event. Retract sections not used if space is required
  - Install necessary rails for retractable seating
  - Build stage in designated location and add stairs and rails
  - Hang truss and curtain behind upstage edge of the stage
  - Once sound and lights are flown, set and align folding chairs on the floor
  - Place concourse booths, pub tables, and furniture on concourse and premium level

- h Trade Show and Exhibit Conversions include but are not limited to:
- Complete strike of prior event
  - Cover ice with polar floor decks
  - Remove all dasher boards
  - Retract all sections of retractable seating and stairs
  - Install necessary rails for retractable seating
  - Block access to vomitory stairs with safety barricade
  - Lay plywood around exterior of ice dam to level floor with ice
  - Clear concourse of all booths, pub tables, and furniture

### **ICE TECHNICIAN SERVICES**

Services will be required prior, during and post hours of operations. Ice Technicians will require appropriate and sufficient training which can be gained by XX hours of in house training, STAR training, verifiable work history, or a combination of the above. Ice Technician Services include the following duties:

- Daily Maintenance of Ice for 2 rinks
  - Maintaining ice conditions
    - Hockey Games & Practices
    - Figure Skating Competitions & Practices
  - Hockey Nets
    - Minor Repair
    - Replacement in accordance to NHL specs & recommendations
  - Rink Netting
    - Minor repairs
    - Securing with clips
- Dasher Boards
  - Application of advertisements
  - Removal of advertisements
  - Removal and replacement of dasher glass
  - Minor repairs to doors and boards
  - Clean the inside of the dasher glass daily
- Ice Surface
  - Ice Removal
  - Ice Rebuild
  - Rink Ice Painting
- 545 Zamboni Ice Resurfacers
  - Minor repairs to Zamboni
  - Daily safety checks
  - Safe Operation of during
    - Professional hockey games
    - Amateur hockey games & Tournaments
    - Figure Skating Competitions
    - Special Events
- Administrative
  - Keep detailed staffing records
  - Chart compressor readings
  - Preventive Maintenance Logs
  - Safety Check Logs
  - Write reports to Upper management of department and building
  - Log propane and gasoline usage logs for reordering updates



### **EMERGENCY BUILDING OPERATIONS, CONVERSION, AND ICE TECHNICIAN SERVICES**

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

### **FREQUENCY OF SERVICES**

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

### **CONTRACTOR PERSONNEL AND PRE-EMPLOYMENT SCREENING**

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

Contractor shall supply the Allen Event Center Director of Operations and Production and/or Allen Community Ice Rink Supervisor or authorized personnel with a current list of all employees that will perform work at the facility. Repeated use of employees not on the current list may be grounds for termination of the contract. Each of these employees shall have had criminal background checks before employee begins work. No contractor will be permitted to work if the criminal history reveals as a conviction of a felony or crime of moral turpitude.

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

**Building Operations Day Crew Standard Operation Procedures  
Allen Event Center**

**Day Crew** (Crew # 1)

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

- *Manager or Supervisor (1)*
- *Core Crew (1-4 crew members)*

**Day Crew Report Time**

Crew arrives at 8:00AM on a standard non-event day.

**Day Crew Cleaning Standards**

In accordance to the City of Allen - Allen Event Center General Building Operations specifications, the Day Crew will perform Building Operations duties including the following:

- Repair and upkeep of the arena's retractable seating system
- Upkeep, maintenance, and cleaning of the arena's dasher boards and glass
- Set up of tables, chairs, pipe, drape, furniture, etc.
- Maintain an accurate inventory of all Building Operations tools and equipment
- Special projects as assigned
- Event preparations as necessary

**Day Crew Reporting and Inspection Requirements**

Day Crew Manager or Supervisor is responsible for completing a checklist and staffing reports, inspecting facility to ensure all Building Operations standards have been met and meeting with Director of Operations and Production regularly to discuss any issues.

**Job Definition and Responsibility: *Manager / Supervisor***

***Day Crew***

***Crew #1***

The role of the Manager or Supervisor is to oversee Operations of the Day Crew. The Manager or Supervisor must have all employees that are working sign in and out and submit sign in sheet at the end of the shift. Upon arrival, he/she should check in with the Director of Operations and Production for direction.

The Manager or Supervisor ensures all tasks in regards to Building Operations have been completed and that all employees are working efficiently and effectively in the facility. The Manager or Supervisor will maintain communication with Allen Event Center Director of Operations and Production as well as other customers and clients, adhere to the Building Operations procedures and comply with Allen Event Center instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Manager or Supervisor is expected to walk the facility at any time to maintain a presence with all staff and to ensure completion of assignments as well as develop a rapport with other individuals and clients. The Manager or Supervisor will also maintain a record of where employees are stationed and what has been completed. All radio calls are to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval.

The Manager or Supervisor are considered "working managers/supervisors" and should work alongside the Day Crew when not fulfilling the duties listed above.

The Manager and Supervisor are to coordinate with the Director of Operations and Production and Production on scheduling Operations and Conversion staff. Once agreed upon, all schedules will be posted in a designated location within the Allen Event Center. Any and all changes to the schedule must be approved by the Director of Operations and Production and Production and reposted.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs.

**Job Definition and Responsibility: Core Crew**  
**Day Crew**  
**Crew #1**

In accordance to the Building Operations specifications, the Core Crew will consist of Lead 2s, Lead 1s, and Conversion Technician 3s and will perform the duties listed for the Building Operations Day Crew. The overall goal for the Core Crew of the Building Operations Day Crew is to prepare the building for its next function and may perform other related duties as assigned.

Core crew will also assist in the event of inclement weather or emergency situations with tasks related to Building Operations including shoveling snow, applying ice-melt, distributing sand bags to weight down objects in high wind, barricading off hazard areas, etc.

**Area of Responsibilities:**

The entire Allen Event Center premises including the arena, concourse, offices, back of house areas, adjoining Community Ice Rink, premium level loge and suites, parking structures, surface lots, sidewalks, and plazas.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

***Building Operations Event Crew Standard Operation Procedures***  
**Allen Event Center**

**Event Crew – (Crew #2)**

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

- *Manager or Supervisor (1)*
- *Core Crew (2-5 crew members)*

**Event Crew Report Time**

Report times are event driven. Standard report time is one hour before client/tenant staff arrives.

**Event Crew Operation Standards**

In accordance to the City of Allen - Allen Event Center Building Operations Event Crew specifications, the Event Crew will perform Building Operations duties including the following:

- Conduct pre-event walkthrough of the facility and premises
- Respond to and resolve any Operations issues that may come up during an event
- Assist the building and event staff with any mid-event changes and setups
- Prepare the facility for conversion when applicable
- Conduct a post-event walkthrough of the facility and premises
- Special projects as assigned

**Event Crew Reporting and Inspection Requirements**

Event Crew Manager or Supervisor is responsible for completing a checklist and staffing reports, inspecting facility to ensure all Building Operations standards have been met and meeting with Director of Operations and Production regularly to discuss any issues.

**Job Definition and Responsibility: *Manager / Supervisor***  
***Event Crew***  
***Crew #2***

The role of Manager or Supervisor during an Event Crew shift is to oversee Operations of the Event Crew. The Manager or Supervisor must have all employees that are working sign in and out and submit sign in sheet at the end of the shift. Upon arrival, he/she should check in with the Director of Operations and Production for direction.

The Manager or Supervisor ensures all tasks in regards to Building Operations have been completed and that all employees are working efficiently and effectively in the facility. The Manager or Supervisor will maintain communication with Allen Event Center Director of Operations and Production and Event Coordinator as well as other customers and clients, adhere to the Building Operations procedures and comply with Allen Event Center instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Manager or Supervisor is expected to walk the facility at any time to maintain a presence with all staff and to ensure completion of assignments as well as develop a rapport with other contracted individuals and clients. The Manager or Supervisor will also maintain a record of where employees are stationed and what has been completed. All radio calls are to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval.

The Manager and Supervisor are considered “working managers/supervisors” and should work alongside the Event Crew when not fulfilling the duties listed above.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs.

**Job Definition and Responsibility: Core Crew**

**Event Crew**

**Crew #2**

In accordance to the Building Operations specifications, the Core Crew will consist of Lead 2s, Lead 1s, and Conversion Technician 3s and will perform the duties listed for the Building Operations Event Crew. The overall goal for the Core Crew of the Building Operations Event Crew is to prepare facilitate the needs of the building and its clients during events.

Core crew will also assist in the event of inclement weather or emergency situations with tasks related to Building Operations including shoveling snow, applying ice-melt, distributing sand bags to weight down objects in high wind, barricading off hazard areas, etc.

**Area of Responsibilities:**

The entire Allen Event Center premises including the arena, concourse, offices, back of house areas, adjoining Community Ice Rink, premium level loge and suites, parking structures, surface lots, sidewalks, and plazas.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

**Building Operations Conversion Crew Standard Operation Procedures  
Allen Event Center**

**Conversion Crew – (Crew #3)**

**Estimated Staff Requirement (based on building history and industry standards): All staffing number will be *EVENT DRIVEN***

- *Manager (1)*
- *Supervisor (1)*
- *Lead 1 & 2 (2-6 crew members)*
- *Conversion Technician 1,2, & 3 (10-40 crew members)*

**Conversion Crew Report Time**

Report times are event driven. Standard report time is roughly 30 minutes before the scheduled end time of the event preceding the conversion. The Conversion Crew often works late hours or overnight.

**Conversion Crew Operation Standards**

In accordance to the City of Allen - Allen Event Center Conversions specifications, the Conversion Crew will perform conversion and changeover services including the following and not limited to:

- Covering and uncovering the ice surface
- Installing and uninstalling the dasher board and glass systems
- Installing roll-a-way seating sections and stairs
- Retracting and extending telescopic seating systems
- Installing safety rails and hand rails on the retractable system
- Installing and uninstalling turf surfaces
- Building and striking pre-fabricated staging
- Setting up and striking booths consisting of tables, chairs, and pipe and drape
- Hanging curtains and seat covers
- Building and hanging truss from pre-hung points

**Conversion Crew Reporting and Inspection Requirements**

Conversion Crew Manager is responsible for completing a checklist and staffing reports, inspecting facility to ensure all Building Operations standards have been met and meeting with Director of Operations and Production regularly to discuss any issues.



**Job Definition and Responsibility: *Manager***  
***Conversion Crew***  
***Crew #3***

The role of the Manager during conversions is to oversee Operations of the Conversion Crew. The Manager must have all employees that are working sign in and out and submit a sign in sheet at the end of the shift. Upon arrival, he/she should check in with the Director of Operations and Production for direction.

The Manager ensures all tasks in regards to Building Operations have been completed and that all employees are working efficiently and effectively in the facility. The Manager will maintain communication with Allen Event Center Director of Operations and Production and Event Coordinator as well as other customers and clients, adhere to the Building Operations procedures and comply with Allen Event Center instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Manager is expected to walk the facility at any time to maintain a presence with all staff and to ensure completion of assignments as well as develop a rapport with other contracted individuals and clients. The Manager will also maintain a record of where employees are stationed and what has been completed. The Manager is to walk the facility with the Supervisor and Leads at the end of the Conversion to ensure that all work has been completed per specifications. All radio calls are to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval. The Manager is to help ensure that the facility is secure at the end of each overnight shift.

The Manager is considered a “working manager” and should work alongside the Conversion Crew when not fulfilling the duties listed above.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs.

**Job Definition and Responsibility: Supervisor  
Conversion Crew  
Crew #3**

The role of the Supervisor during conversions is to work alongside the Conversion Crew and support the Manager in his duties. The Supervisor must assist the manager in having all employees that are working sign in and out and submit a sign in sheet at the end of the shift. Upon arrival, he/she should check in with the Manager for direction.

The Supervisor ensures all tasks in regards to Building Operations have been completed and that all employees are working efficiently and effectively in the facility. The Supervisor will delegate and assign tasks as instructed by the Manager, adhere to the Building Operations procedures and comply with Allen Event Center instruction. Performs all necessary duties and all necessary duties not outlined herein.

The Supervisor is expected to walk the facility at any time to maintain a presence with all staff and to ensure completion of assignments as well as develop a rapport with other contracted individuals and clients. The Supervisor should assign employees their tasks at the beginning of the shift and check that they have been completed. The Supervisor is to walk the facility with the Manager and Leads at the end of the Conversion to ensure that all work has been completed per specifications. All radio calls are to be responded to in an efficient manner and shall develop weekly, monthly, quarterly project work for approval. The supervisor is to help ensure that the facility is secure at the end of each overnight shift, and that the tool box, loading dock, and all storage areas as properly organized and secured.

The Supervisor is considered "working supervisor" and should work alongside the Conversion Crew when not fulfilling the duties listed above.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

**Job Definition and Responsibility: *Lead 1 & 2***  
***Conversion Crew***  
***Crew #3***

The role of the Leads during conversions is to lead the individual work groups designated by the Supervisor during the Conversion. The Leads oversee the work of their individual group and train Conversion Technicians on proper procedures.

The Leads ensures all tasks in regards to their work groups have been completed and that all employees are working efficiently and effectively in the facility. The Leads adhere to the Building Operations procedures, comply with Allen Event Center instruction, and perform all necessary duties and all necessary duties not outlined herein.

The Leads are expected to walk the facility with the Manager and Supervisor at the end of the Conversion to ensure that all work has been completed per specifications. All radio calls are to be responded to in an efficient manner. The Leads are to ensure that the tool box, loading dock, and all storage areas as properly organized and secured.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

**Job Definition and Responsibility: *Conversion Technician 1, 2, & 3***  
***Conversion Crew***  
***Crew #3***

The role of the Conversion Technician is to perform the labor functions of the conversion as listed in the Conversion Crew Standard Operations Procedures. Conversion Technicians are to take direction from the Lead overseeing their work group, the Supervisor, and the Manager. Conversion Technicians will be responsible for covering and uncovering the ice surface, installing and uninstalling the dasher board and glass systems, installing roll-a-way seating sections and stairs, retracting and extending telescopic seating systems, installing safety rails and hand rails on the retractable system, installing and uninstalling turf surfaces, building and striking pre-fabricated staging, setting up and striking booths consisting of tables, chairs, and pipe and drape, hanging curtains and seat covers, building and hanging truss from pre-hung points and any other necessary labor intensive duties required to complete the conversion.

**Equipment Use:**

Keys, proximity cards, ID badge, radio, sign in sheets, project list, production advances, fork lift, personnel lift, pallet jack, flat bed cart, upright dolly, impact wrench, power drill, various power tools, various hand tools, cleaning products, razor blades, squeegees, latex rubber gloves, dust masks, gaff tape, pipe and drape, tables, chairs

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

**Day Crew (Crew # 4)**

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

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

**Day Crew Report Time**

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

**Day Crew Operation Standards**

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

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

**Day Crew Reporting and Inspection Requirements**

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

**Job Definition and Responsibility: *Lead Ice Technician***  
***Ice Technician Day Crew***  
***Crew #4***

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

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

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

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

**Equipment Use:**

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

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

**Afternoon Crew (Crew # 5)**

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

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

**Afternoon Crew Report Time**

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

**Afternoon Crew Operation Standards**

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

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

**Job Definition and Responsibility: *Lead Ice Technician***  
***Ice Technician Afternoon Crew***  
***Crew #5***

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

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

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

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

**Equipment Use:**

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



**Job Definition and Responsibility: *Lead Ice Technician***  
***Ice Technician Afternoon Crew***  
***Crew #5***

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

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

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

**Equipment Use:**

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

**Job Definition and Responsibility: *Ice Technicians and/or Ice Attendants***  
***Ice Technician Afternoon Crew***  
***Crew #5***

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

**Equipment Use:**

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

**SECTION IV**  
**EVALUATION PROCESS AND SELECTION CRITERIA**  
**REQUEST FOR PROPOSAL 2014-2-130**  
**ALLEN EVENT CENTER**  
**BUILDING OPERATIONS/CONVERSION, AND ICE TECHNICIAN SERVICES**

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation is necessary and 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. Each respondent to this proposal shall be capable of meeting the following minimum requirements.

<b>A. BIDDER QUALIFICATIONS AND COMPANY OVERVIEW STATEMENT</b>
--

*Respondent shall complete Bidders Qualification and References (see Exhibit 4 and 5) and provide the additional following information (in order) with their submission as requested below.*

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

## **B. COMPANY OPERATIONAL INFORMATION**

1. Describe the firm's relevant experience with the planning, organization and implementation of similar "Arena" sized staffing needs.
2. Provide years of experience within "Arenas" similar in size of the Allen Event Center. If experienced, provide what size, name and geographical location of the Arena.
3. Provide a detailed Plan of Execution. This plan shall include a minimum of the following items:
  - a. Firm's management program which describes how your standard operating procedures will be consistently implemented managed and audited
  - b. Reporting structure for communication with the City of Allen Event Management and Staff
  - c. Training program which will include frequency and type of training
  - d. Include a list of key administrative and supervisory personnel you plan to assign to this project along with their resumes and certifications
  - e. Discuss why you feel these individuals are the best personnel for the City of Allen Event Center's requirements.
  - f. Describe your firm's clock-in/clock-out procedures & verification of hours

## **C. QUESTIONNAIRE**

**Proposals will be also evaluated against the questions below:**

1. Working with a familiar team is beneficial to the process at Allen Event Center. Can the firm consistently provide the *same* employees for pre event, event and post event?
2. Does your organization hold enough capital at all times to cover a 30-60 day payroll? To avoid from "Non-Sufficient Fund" or "Bounced" checks made out to firm's employees?
3. What is the pay structure for the organization?
  - ☐ Weekly,
  - ☐ Bi-weekly
  - ☐ Monthly
4. Will your firm's policy and procedures manual be available and provided to the City of Allen Event Center management staff upon request?
5. If you were not awarded the "primary" contract and if the City of Allen decided on awarding a "secondary" contract, would your firm accept?
6. Employee background checks must be conducted by the firm before contractor start date with the City of Allen? Describe the firm's procedures and document maintenance of employee background checks and include how often a background check is conducted on existing employees.
7. Explain why you think that your firm is the best candidate to be selected for award of this contract.

## **PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT**

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

### **EVALUATION COMMITTEE:**

David Angeles, General Manager  
Ross Girouard, Director of Operations/Production  
Kelly Dennis, Ice Operations Coordinator

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

### **Response document checklist:**

- ☐ Section V RFP Price Form
- ☐ Section V Bid Endorsement and Addenda Acknowledgment (if addenda issued)
- ☐ Section VI Exhibit 1 - Certificate of Insurance
- ☐ Section VI Exhibit 2 - Affidavit of No Prohibited Interest
- ☐ Section VI Exhibit 3 - Conflict of Interest
- ☐ Section VI Exhibit 4 - Bidder Qualifications  
**+Company Overview Statement**
- ☐ Section VI Exhibit 6 – Supplemental Information  
**+Company Operational Information**  
**+Company Manual**  
**+Questionnaire**
- ☐ Section VI Exhibit 7 - Vendor Application& W9
- ☐ Section VI Exhibit 8 - Bid Bond

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

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

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

<b>PRICE</b>	<b>25 points</b>
<b>EXPERIENCE AND CLIENT HISTORY</b>	<b>25 points</b>
<b>PROPOSAL OF SERVICES</b>	<b>50 points</b>

## SECTION V PRICING

### BUILDING OPERATIONS/CONVERSION SERVICES

**(PARTIAL BIDS WILL BE ACCEPTED;  
VENDORS CAN BID ON EITHER OPTION  
OR BOTH OPTIONS)**

Please provide pricing in the price schedule listed below where applicable. All prices quoted shall be firm and fixed.

Position	Staff Quantity Estimate	Estimated # of hours annually	HOURLY Rate	ANNUAL TOTAL
<b>Building Operations Day Crew</b>				
Manager	1	1,976	\$	\$
Supervisor	1	1,820	\$	\$
Lead 2	1	3,120	\$	\$
Lead 1	5	3,120	\$	\$
Conversion Technician 3	10	12,800	\$	\$
<b>Building Operations Event Crew</b>				
Manager	1	1,976	\$	\$
Supervisor	1	1,820	\$	\$
Lead 2	1	3,120	\$	\$
Lead 1	5	3,120	\$	\$
Conversion Technician 3	10	12,800	\$	\$
<b>Building Operations Conversion Crew</b>				
Manager	1	1,976	\$	\$
Supervisor	1	1,820	\$	\$
Lead 2	1	3,120	\$	\$
Lead 1	5	3,120	\$	\$
Conversion Technician 3	10	12,800	\$	\$
Conversion Technician 2	15	12,800	\$	\$
Conversion Technician 1	15	12,800	\$	\$

Annual Total/All: \$\_\_\_\_\_

## SECTION V PRICING (Continued)

### ICE TECHNICIAN SERVICES

**(PARTIAL BIDS WILL BE ACCEPTED;**  
**VENDORS CAN BID ON EITHER OPTION**  
**OR BOTH OPTIONS)**

Please provide pricing in the price schedule listed below where applicable. All prices quoted shall be firm and fixed.

Position	Staff Quantity Estimate	Estimated # of Hours Annually	HOURLY Rate	ANNUAL TOTAL
<b>Ice Technician Services Day Crew</b>				
Lead Ice Technician	1	1,672	\$	\$
Ice Technician	3	4,720	\$	\$
Ice Attendant	3	1,546	\$	\$
<b>Ice Technician Afternoon Crew</b>				
Lead Ice Technician	1	1,672	\$	\$
Ice Technician	3	4,720	\$	\$
Ice Attendant	3	1,546	\$	\$
<b>Ice Technician Event Crew</b>				
Lead Ice Technician	1	1,672	\$	\$
Ice Technician	3	4,720	\$	\$
Ice Attendant	3	1,546	\$	\$

Annual Total/All: \$\_\_\_\_\_

## BID ENDORSEMENT

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

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

SUBMITTED BY:

---

(OFFICIAL Firm Name)

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

---

(Typed or Printed Name)

---

(Title)

(Date)

Remittance

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip Code)

Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

**ADDENDUMS/AMENDMENTS:**

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



## SECTION VI – EXHIBITS

### EXHIBIT 1

#### CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

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

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

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

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
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"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or;</li> <li>• \$1,000,000 combined single limits</li> </ul>	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"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 aggregate or;</li> <li>• \$2,000,000 combined single limits</li> </ul>	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 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.

## **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, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (A). a certificate of coverage, prior to the other person beginning work on the project; and
    - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.



**EXHIBIT 3**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2. Are filing an update to a previously filed questionnaire. YES\_\_\_\_\_ NO\_\_\_\_\_**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?    Yes \_\_\_\_\_    No \_\_\_\_\_

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?                      Yes \_\_\_\_\_    No \_\_\_\_\_

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes \_\_\_\_\_    No \_\_\_\_\_

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
4. Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**EXHIBIT 4**

**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:       \_\_\_ Sole Proprietor                   \_\_\_ Partnership   \_\_\_ Other  
                          \_\_\_ Corporation               \_\_\_ Joint Venture

Name: \_\_\_\_\_ Partner: \_\_\_\_\_

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State & Zip: \_\_\_\_\_ State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

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

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

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

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

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

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

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

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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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	<input type="checkbox"/> Yes	<input type="checkbox"/> No?
	2.	General Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	3.	Limited Partnership	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	4.	Corporation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	5.	Other	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

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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:

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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:

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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:

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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:

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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: \_\_\_\_\_

## Bidder/Vendor Application

Complete this application and fax or mail to City of Allen, Purchasing, Allen Civic Plaza, 305 Century Parkway, Allen, TX 75013. Fax # 214-509-4675

Company Name: \_\_\_\_\_ Tel: (    ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_ Tax I.D. NO: \_\_\_\_\_

Remit to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Representative(s) Name & Title: \_\_\_\_\_

Type of Organization (check one) Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_ Other: \_\_\_\_\_

Type of Business (check one) Manufacturer: \_\_\_\_\_ Wholesaler: \_\_\_\_\_ Retailer: \_\_\_\_\_ Broker: \_\_\_\_\_  
Distributor: \_\_\_\_\_ Service Organization: \_\_\_\_\_ Other: \_\_\_\_\_

Name & Title of Person(s) Authorized to Sign Bids and/or Contracts: \_\_\_\_\_

Small and/or Disadvantaged Business Information (check applicable criteria)

**Small Business:**

\_\_\_\_\_ Less than 50  
\_\_\_\_\_ 51-99 employees  
\_\_\_\_\_ Less than \$1 million  
annual gross receipts  
\_\_\_\_\_ \$1-3 million annual  
gross receipts

**Disadvantaged Business  
(At Least 51% Ownership)**

\_\_\_\_\_ Black American  
\_\_\_\_\_ Hispanic American  
\_\_\_\_\_ Asian Pacific American  
\_\_\_\_\_ Native American  
\_\_\_\_\_ Women  
\_\_\_\_\_ Other

- ☐ I am currently employed by the City of Allen  
☐ I have previously been employed by the City of Allen  
\_\_\_\_\_  
☐ I am related to an employee of the City of Allen  
\_\_\_\_\_

Employment dates: \_\_\_\_\_

Employee name: \_\_\_\_\_

**I hereby certify that the above information is true and correct to the best of my knowledge.**

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

Print Name & Title of Signatory: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

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

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



From what source do you normally receive notice of solicitations?

\_\_\_\_\_Newspapers

\_\_\_\_\_Other

# City of Allen, Texas

## Bid Information

Bid Owner Mindy Gallegos Contract Administrator  
Email mgallegos@cityofallen.org  
Phone (214) 5094631  
Fax (214) 5094675

Bid Number 2017-4-74 Addendum 1  
Title Building Operations, Conversion and Ice Technician Service for the Allen Event Center

Bid Type RFP  
Issue Date 04/27/2017  
Close Date 5/12/2017 02:00:00 PM (CT)

## Contact Information

Address 305 Century Parkway  
Allen, TX 75013

Contact Mindy Gallegos  
Department Purchasing  
Building  
Floor/Room  
Telephone (214) 509-4631  
Fax (214) 509-4675  
Email mgallegos@cityofallen.org

## Ship to Information

Address

Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name EBS SOLUTIONS INC

Contact Name ROBERTO AYALA

Address 2111 FARRINGTON ST

DALLAS, TX 75207

Telephone 214-558-8035

Fax 214-295-1073

Email

## Supplier Notes

ROBERTO@EBSSOLUTIONSUSA.COM

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature \_\_\_\_\_

Date 05/10/2017

## Bid Notes

REQUEST FOR PROPOSAL  
#2017-4-74 ALLEN EVENT CENTER  
BUILDING OPERATIONS/CONVERSION AND ICE TECHNICIAN SERVICES

Vendors can bid on either service or both services. The City will determine and award what is in the best interest of the City.

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

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

Proposals are due by: MAY 12, 2017 @ 2:00 P.M. Central Time  
There will not be a public opening for this solicitation, as this is a request for proposal. A list of submitting vendors will be available after the due date.

## Bid Activities



Date	Name	Description
5/5/2017 10:00 AM (CT)	Pre-Proposal Meeting	<p>PRE-PROPOSAL MEETING</p> <p>A pre-proposal meeting is scheduled for Friday, May 5, 2017 at 10:00 AM. The meeting will be held in the Meeting Room at the Allen Event Center, 200 E. Stacy Road, #1350, Allen, Texas 75002 (South side of the AEC). We will meet at the Box Office and then head to the meeting room.</p>

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## Bid Messages

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## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	RFP.pdf	Request for Proposal
Header	Addendum 1.pdf	Addendum #1

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## Bid Attributes

Please review the following and respond where necessary

## 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:

EBS SOLUTIONS INC.  
(OFFICIAL Firm Name)

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

JAY BILLINGSLEY  
(Typed or Printed Name)

CEO 05/10/2017  
(Title) (Date)

Remittance  
Address: PO BOX 192627

DALLAS, TX 75219  
(Zip Code)

Phone #: ( ) 214-2951073

Fax #: ( ) 214-295-1073

E-Mail Address: \_\_\_\_\_

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

### ADDENDUMS/AMENDMENTS:

- 1) 05/10/2017 date acknowledged
- 2) \_\_\_\_\_ date acknowledged
- 3) \_\_\_\_\_ date acknowledged

## SECTION V PRICING

Please provide pricing in the price scheduled listed below where applicable. All prices quoted shall be firm and fixed

Position	Staff Quantity Estimate	Estimated # of hours annually	HOURLY Rate	ANNUAL TOTAL
<b>Building Operations Day Crew</b>				
Manager (note 1)	1	988	\$ 24.62	\$ 24,320.00
Supervisor	1	455	\$ 21.26	\$ 9,674.44
Lead 2	1	780	\$ 19.91	\$ 15,531.75
Lead 1	5	780	\$ 18.56	\$ 14,478.75
Conversion Technician 3	10	640	\$ 17.21	\$ 11,016.00
<b>Building Operations Event Crew</b>				
Manager	1	494	\$ 24.62	\$ 12,160.00
Supervisor	1	455	\$ 21.26	\$ 9,674.44
Lead 2	1	780	\$ 19.91	\$ 15,531.75
Lead 1	5	780	\$ 18.56	\$ 14,478.75
Conversion Technician 3	10	1920	\$ 17.21	\$ 33,048.00
<b>Building Operations Conversion Crew</b>				
Manager	1	494	\$ 24.62	\$ 12,160.00
Supervisor	1	910	\$ 21.26	\$ 19,348.88
Lead 2	1	1560	\$ 19.91	\$ 31,063.50
Lead 1	5	1560	\$ 18.56	\$ 28,957.50
Conversion Technician 3	40	10240	\$ 17.21	\$ 176,256.00
Conversion Technician 2 (note 2)	?	?	\$ 16.54	
Conversion Technician 1 **	?	?	\$ 16.20	
<b>Annual Total</b>				\$ 427,699.75

NOTE (1): This pricing structure is based on 1 (one) Full Time Manager; this position will be a salary position and expected to work FULL TIME. Without this position this pricing structure will not be valid.

NOTE (2) : Added Conversion Technicians 1 & 2 to price structure, estimated working hours are unknown.

## SECTION V PRICING (Continued)

### ICE TECHNICIAN SERVICES

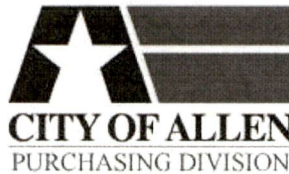
**(PARTIAL BIDS WILL BE ACCEPTED;  
VENDORS CAN BID ON EITHER OPTION  
OR BOTH OPTIONS)**

Please provide pricing in the price schedule listed below where applicable. All prices quoted shall be firm and fixed.

Position	Staff Quantity Estimate	Estimated # of Hours Annually	HOURLY Rate	ANNUAL TOTAL
<b>Ice Technician Services Day Crew</b>				
Lead Ice Technician	1	1,672	\$ 24.98	\$ 41,766.56
Ice Technician	3	4,720	\$ 18.56	\$ 87,603.20
Ice Attendant	3	1,546	\$ 16.20	\$ 25,045.20
<b>Ice Technician Afternoon Crew</b>				
Lead Ice Technician	1	1,672	\$ 24.98	\$ 41,766.56
Ice Technician	3	4,720	\$ 18.56	\$ 87,603.20
Ice Attendant	3	1,546	\$ 16.20	\$ 25,045.20
<b>Ice Technician Event Crew</b>				
Lead Ice Technician	1	1,672	\$ 24.98	\$ 41,766.56
Ice Technician	3	4,720	\$ 18.56	\$ 87,603.20
Ice Attendant	3	1,546	\$ 16.20	\$ 25,045.20

Annual Total/All: \$ 463,244.88





**MAY 9, 2017**  
**OPERATIONS/CONVERSIONS & ICE TECHNICIAN SERVICES**  
**ALLEN EVENT CENTER**  
**RFP #2017-4-74**

**ADDENDUM 1**

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

1. Language in SOW Item #11 on page 13 shall read as follows:
  11. The Contractor shall use reasonable care to employ and retain employees who are qualified, competent and trustworthy. As a minimum, the Contractor shall, prior to hiring an applicant, determine the following: compatibility of the applicant working in a customer service environment; All Contractor employees shall be a minimum of 18 years of age. Contractor shall test any applicant for the presence of illegal drugs and/or the presence of legal drugs in excess of medically-approved standards, should a need arise. Contractor shall employ experienced, knowledgeable personnel to perform duties to which they are assigned.
2. Remove all Uniform Requirements for Ice Technicians found on page 18. Any required uniforms for the technicians will be provided.
3. Replace Section IV/Pricing page with the attached, revised pricing structure.
4. See attached Pre-Proposal Sign-in sheet.

Please return one (1) signed copy of this addendum with your bid response.

EBS SOLUTIONS INC

Company Name

05/10/2017

Signature of Officer

Date

JAY BILLINGSLEY

CEO

Printed Name and Title

214-295-1073 / 214-295-1073

Phone Number/Fax Number

[jay@ebssolutionsusa.com](mailto:jay@ebssolutionsusa.com)

Email Address



**RFP #2017-4-74  
OPERATIONS/CONVERSIONS &  
ICE TECHNICIAN SERVICES (AEC)**

	Est. # of Staff	EST. HOURS (ANNUALLY)	EBS SOLUTIONS INC.	Extended Pricing
<b>HOURLY RATES:</b>				
<b>Building Operations Day Crew</b>			Price Per Hour	
Manager	1	988	\$ 24.62	\$ 24,324.56
Supervisor	1	455	\$ 21.26	\$ 9,673.30
Lead 2	1	780	\$ 19.91	\$ 15,529.80
Lead 1	5	780	\$ 18.56	\$ 14,476.80
Conversion Technician 3	10	640	\$ 17.21	\$ 11,014.40
<b>Building Operations Event Crew</b>				\$ -
Manager	1	494	\$ 24.62	\$ 12,162.28
Supervisor	1	455	\$ 21.26	\$ 9,673.30
Lead 2	1	780	\$ 19.91	\$ 15,529.80
Lead 1	5	780	\$ 18.56	\$ 14,476.80
Conversion Technician 3	10	1920	\$ 17.21	\$ 33,043.20
<b>Building Operations Conversion Crew</b>				\$ -
Manager	1	494	\$ 24.62	\$ 12,162.28
Supervisor	1	910	\$ 21.26	\$ 19,346.60
Lead 2	1	1560	\$ 19.91	\$ 31,059.60
Lead 1	5	1560	\$ 18.56	\$ 28,953.60
Conversion Technician 3	10	2560	\$ 17.21	\$ 44,057.60
Conversion Technician 2	15	3840	\$ 16.54	\$ 63,513.60
Conversion Technician 1	15	3840	\$ 16.20	\$ 62,208.00
<b>ANNUAL TOTAL BUILDING OPERATIONS:</b>				\$ <b>421,205.52</b>
<b>Ice Technician Service Day Crew</b>				\$ -
Lead Ice Technician	1	575	\$ 24.98	\$ 14,363.50
Ice Technician	3	1585	\$ 18.56	\$ 29,417.60
Ice Attendant	3	525	\$ 16.20	\$ 8,505.00
<b>Ice Technician Afternoon Crew</b>				\$ -
Lead Ice Technician	1	575	\$ 24.98	\$ 14,363.50
Ice Technician	3	1585	\$ 18.56	\$ 29,417.60
Ice Attendant	3	525	\$ 16.20	\$ 8,505.00
<b>Ice Technician Event Crew</b>				\$ -
Lead Ice Technician	1	575	\$ 24.98	\$ 14,363.50
Ice Technician	3	1585	\$ 18.56	\$ 29,417.60
Ice Attendant	3	525	\$ 16.20	\$ 8,505.00
<b>ANNUAL TOTAL ICE TECHNICIANS:</b>				\$ <b>156,858.30</b>
<b>ANNUAL TOTAL:</b>				\$ <b>578,063.82</b>