



REQUEST FOR PROPOSALS

The City of Keller, Texas (the City) is soliciting proposals for Oak Run Sidewalk Repairs. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Specifications.

RFP Due Time/Date: April 6, 2022 2:30PM
Pre Proposal Conference: March 30, 2022 2:00PM

Designate on the front, lower left-hand corner of your response, the following

RFP Number: 22-016
Subject: Oak Run Sidewalk Repairs
DO NOT OPEN – BID DOCUMENTS UNTIL 2:30 PM on Wednesday, April 6, 2022

RFP Mailing:	City of Keller	Bid Courier:	City of Keller
Address:	Purchasing Agent	Delivery Address:	Purchasing Agent
	P.O. Box 770		1100 Bear Creek Pkwy.
	Keller, Texas 76244		Keller, Texas 76248

For convenience at Bid opening, enter proposal on this cover page and include in a sealed response envelope. **DO NOT** place price proposal on the outside of the sealed response envelope.

Total Cost: \$ _____ (dollars)

CONTRACTOR INFORMATION:

_____	_____
Company Name	Company Representative Signature
_____	_____
Address	Company Representative Printed Name
_____	_____
City, State & Zip	Title
_____	_____
Area Code & Telephone Number	Date

OFFICIAL SIGNATURE PAGE

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****

	REQUIRED	SUBMITTED
1. Bid Bond	_____X_____	_____
2. References	_____X_____	_____
3. Ack. Of Insurance	_____X_____	_____
4. Signature Page	_____X_____	_____
5. Conflict of Interest Questionnaire	_____X_____	_____
6. VC-1, CC-1 & 1295	_____X_____	_____

A Performance Bond, and Payment Bond are not required as a part of this submission, but will be required upon award of a contract.

SCOPE:

The contractor shall provide concrete repair and replacement services for approximately 208 repair locations as shown in the attached map on page 14 of this document. The contractor shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the work. Repairs may include removal of existing sidewalk and replacement with new concrete per City standards as attached, removal and replacement of ADA ramps to City standards as attached including curb and gutter replacements as indicated by the City. A list containing location addresses will be provided upon award of the contract.

REQUIREMENTS:

1. All work shall be completed in accordance with applicable City of Keller Standard Construction Details.
2. The successful bidder shall be responsible for completing all work within the identified area within 90 working days of authorization to proceed. Any deviation to this schedule shall only be accepted with the written permission of the City.
3. Unit prices are to reflect the charges for sidewalk remove and replacement per square foot, curb and gutter replacement per linear foot, ADA removal and replacement priced per each.
4. All work shall be limited to the public right-of-way. The contractor shall not access any private property without the written permission of the property owner and the City.
5. The contractor shall be responsible for maintaining general safety at and adjacent to the work site. Any open excavations shall be fenced or otherwise protected at the contractor's expense.
6. The successful bidder shall be responsible for submitting a concrete mix design to the City for approval, prior to beginning any remove and replace work.
7. The successful bidder shall contact Texas811 and the City of Keller Water Department for utility locates prior to beginning excavation. Any damage will be the responsibility of the contractor.
8. All signs, barricades and traffic control devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

9. The successful bidder shall take appropriate precautions to avoid damaging mailboxes, planters, trees, landscaping, irrigation systems, water valves, water meters, manholes or other private property. Any damage will be the responsibility of the contractor to correct at their expense.
10. The successful contractor is responsible for making individual contact with property owner in person or through door hangers/letters for property adjacent to project locations. Contact must be made 72 hours prior to beginning work on site.
11. Cleanup of each work site shall be completed each day before contractor crews leave for the day. No debris from demolition or framing work shall be allowed to remain overnight.
12. The successful bidder shall submit a monthly itemized report/invoice for work completed at each location. Reports should include arrival/departure dates, times, type of work completed, adverse site conditions, etc. Photos of the site before, during and after work shall be included with reports. All work at each site must be completed prior to payment. Deviations from these reporting terms shall not be made without written consent of the City. **No partial payments will be made.**
13. Normal working hours shall be Monday thru Friday 7:00 a.m. – 5:00 p.m. No work will be allowed on weekends or holidays without the written consent of the City.
14. The successful bidder shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the contract. A competent and experienced supervisor/foreman capable of speaking the English language must be on-site at all times.
15. The contractor shall not transfer, assign or subcontract these contract responsibilities to others without prior written consent of the City of Keller.
16. The successful bidder shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Keller. The contractor shall control all operations at the worksite, and be solely responsible for the acts or omissions of the contractor's employees or agents.
17. A bid response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposals.
18. Unit prices shall reflect all charges for sidewalk repairs, ADA ramp repairs and curb repair work and any associated task for each location. Any associated work for which there is not a bid item should be considered subsidiary. No additional charges will be paid unless approved in writing.
19. **The quantities shown on the Bid Schedule are an estimates only. Payment shall be based on actual quantities completed. The City reserves the right to increase or decrease bid item quantities as needed up to but not to exceed a 25% deviation.**

City of Keller
RFP 22-016
Oak Run Sidewalk Repair

We, the proposer has read all of the requirements set forth in this proposal including specifications, instructions, conditions and pertinent information regarding the services being proposed on, and we agree to furnish these services at the prices stated below:

BID SCHEDULE

<i>Item</i>	<i>Description</i>	<i>Approx. Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended</i>
1	4" Sidewalk Remove and Replace	17,371	SF	\$	\$
2	ADA Ramp Remove and Replace	6	EA	\$	\$
3	Curb and Gutter Remove and Replace	120	LF	\$	\$
4	ADA curb backing	60	LF	\$	\$
EXTENDED TOTAL					\$
10% CONTINGENCY					\$
TOTAL (Extended Total + Contingency)					\$

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****

PAY ITEM DESCRIPTIONS

Item #1 Sidewalk Remove and Replace

This item is for the removal and replacement of concrete sidewalk. Work includes the cutting/breaking of panels, removal and disposal of material, compaction of subgrade, rebar reinforcement installation, installation of expansion joint, pouring and leveling for positive drainage, and broom finishing of concrete in accordance with City of Keller Construction standards referenced on page 7 of this document

Item #2 ADA Ramp Remove and Replace

This item is for the removal and replacement of concrete ADA ramp. Work includes cutting/breaking of ramp, curb and gutter, removal and disposal of material, compaction of subgrade, rebar reinforcement installation, installation of expansion joint, pouring and leveling for correct slope to comply with current ADA standards in accordance with City of Keller Construction standards or TxDOT Standards as referenced on page 8 through 12 of this document.

Item #3 Curb and Gutter Remove and Replace

This item is for the removal and replacement of concrete curb and gutter related to ADA ramp replacement. Work includes cutting/ breaking of concrete curb and gutter, removal and disposal of material, compaction of sub grade pouring and shaping of concrete, installation of expansion joint material and leveling for positive drainage or surrounding area in accordance with City of Keller Construction standards reference on page 13 of this document.

Item #4 ADA backing curb

This item is for the installation of a curb backing at an ADA ramp location in the event that the grade adjacent to the ramp has a drop or rise that will affect the ramp. Work includes forming, pouring and shaping or concrete in relation to the ADA ramp in accordance with City of Keller Standards.

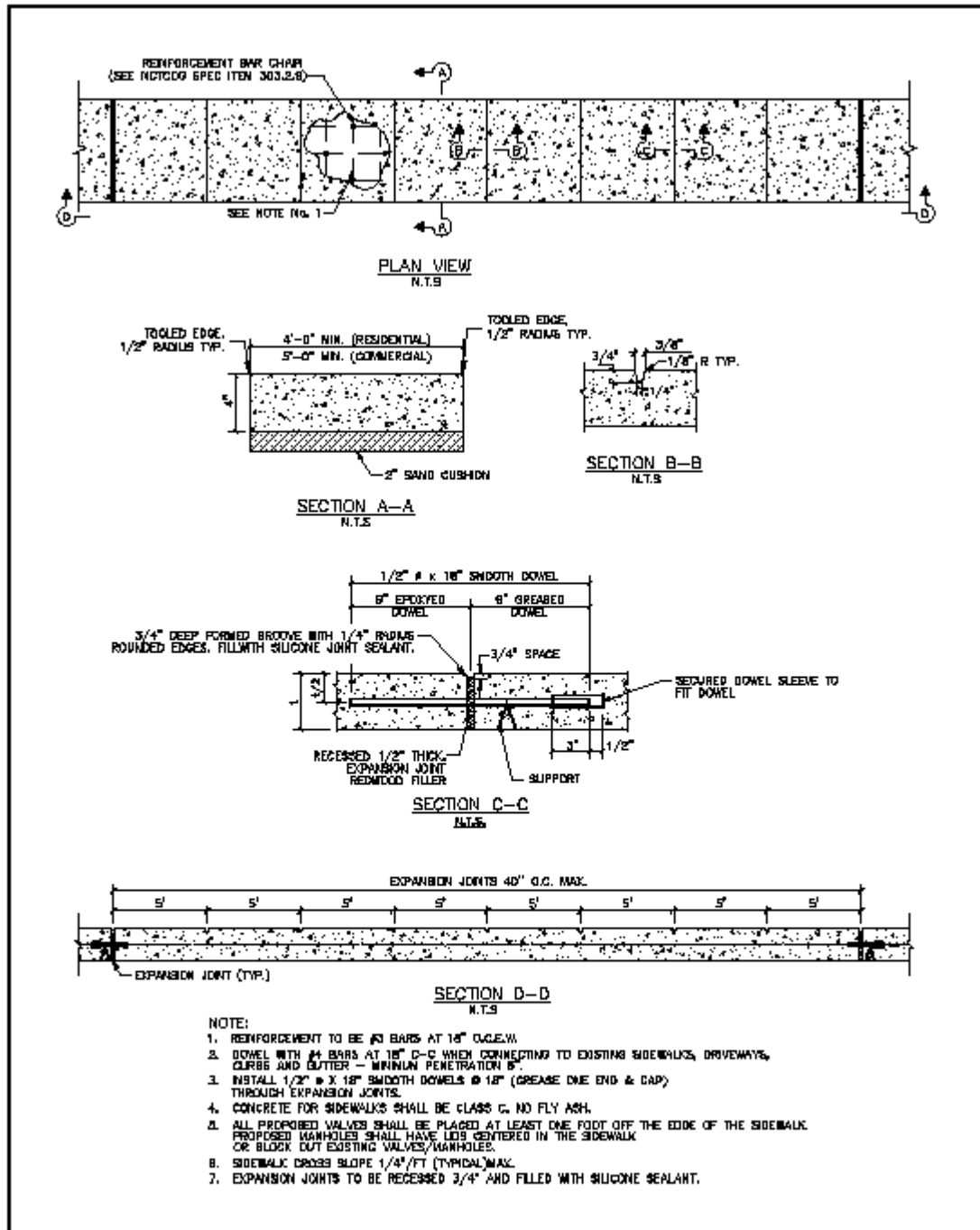
LIST OF NON-PAY ITEMS


Non-Pay Item: Preservation or Restoration of Existing Improvements:

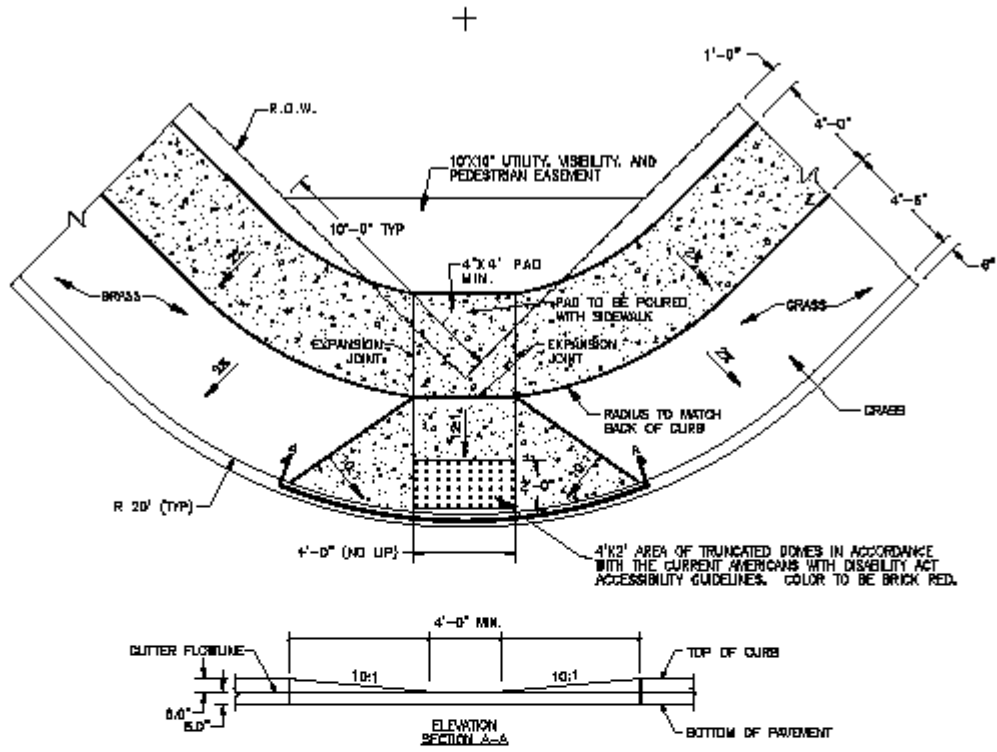
Any flower boxes, landscaping, vegetation, retaining walls, fences, mailboxes, traffic and/or street signs, or other structures which require removal in order to accomplish construction operations and/or which are removed for convenience by the contractor shall be restored to original condition at the contractor's expense.

Non-Pay Item: Irrigation Repairs:

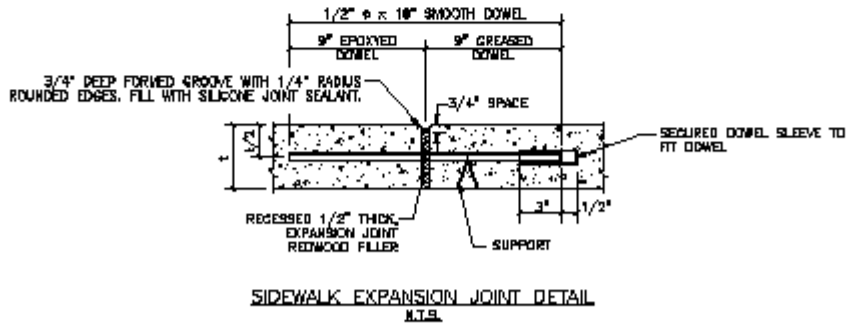
Any irrigation systems which are damaged during construction operations shall be restored to original condition at the contractor's expense. Irrigation repairs are considered subsidiary.



	PAVING CONSTRUCTION DETAILS CONCRETE SIDEWALK	REVISION DATE: 2/9/2008
		SHEET: P-15

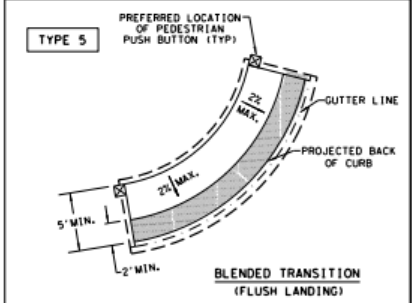
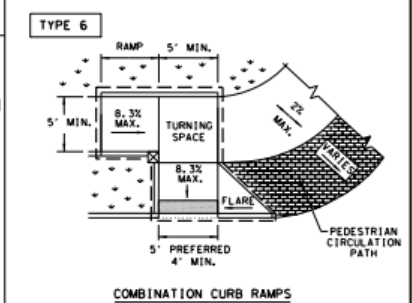
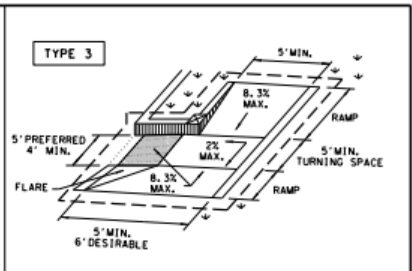
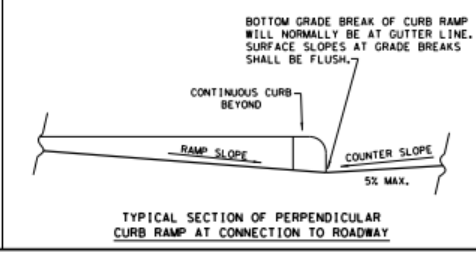
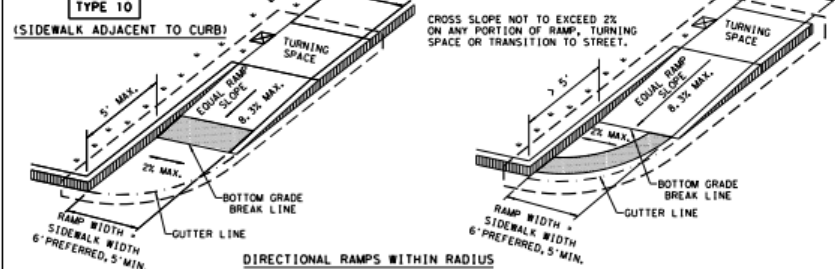
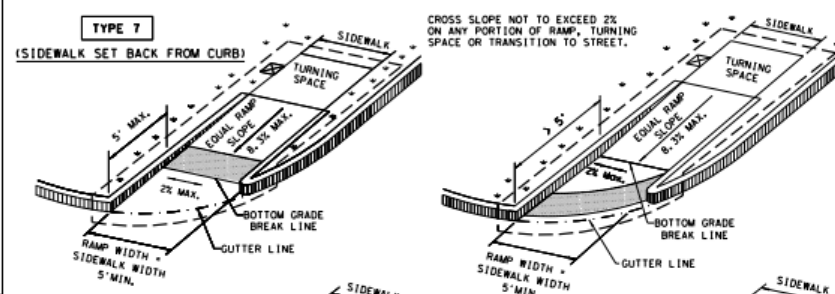
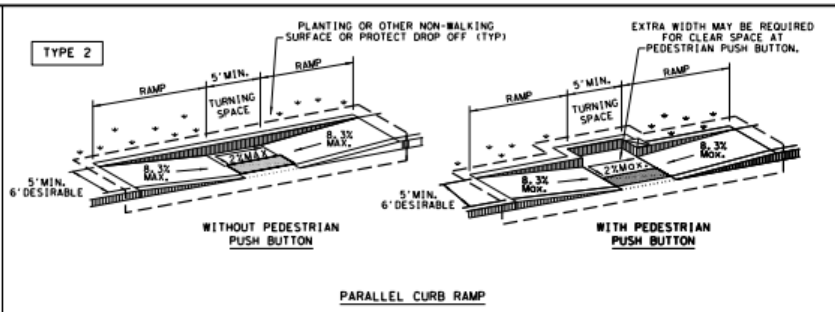
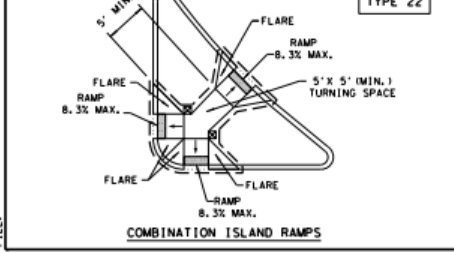
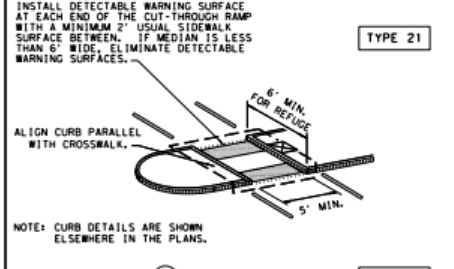
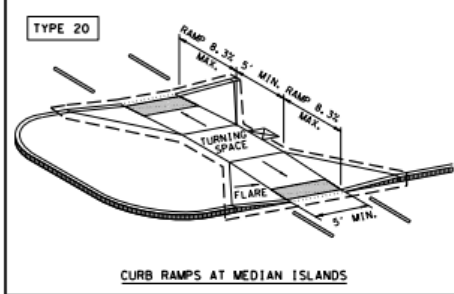
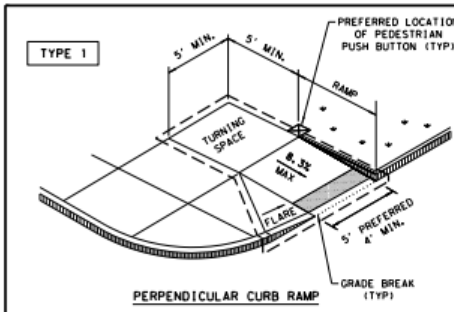


- NOTES:
1. INSTALL 1/2" x 18" REBAR DOWELS @ 18" BETWEEN RAMP AND CURB. DOWELS TO BE INSERTED 9" INTO PAVEMENT NOT CURB, PERPENDICULAR TO JOINT, (GREASE ON ONE SIDE) THROUGH EXPANSION JOINTS.
 2. RAMPS SHALL HAVE A LIGHT BROOM FINISH ALIGNED PERPENDICULAR TO THE DIRECTION OF TRAVEL.
 3. ALL RAMPS SHALL COMPLY WITH THE LATEST REQUIREMENTS OF THE ARCHITECTURAL BARRIERS ACT.
 4. CONCRETE FOR RAMPS SHALL BE CLASS 'C' PER METHOD ITEM 702.2.4.2. 2" THICK MINIMUM, NO FLY ASH ALLOWED.
 5. "PAVESTONE" BRAND TRUNCATED DOME PAVERS ARE ACCEPTABLE IF APPROVED BY CITY ENGINEER PRIOR TO CONSTRUCTION.



	PAVING CONSTRUCTION DETAILS	REVISION DATE: 2/9/2008
	WHEELCHAIR RAMP	SHEET: P-14

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NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH. GUTTER LINE

DETECTABLE WARNING SURFACE GRADE BREAK

DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON IF APPLICABLE. RAMP LIMITS OF PAYMENT

SHEET 1 OF 4

Texas Department of Transportation Design Division Standard

PEDESTRIAN FACILITIES CURB RAMPS

PED-18

FILED: 090108	REVISED: 090108	DATE: 090108	BY: JLD	CHECKED: JLD	DESIGNED: JLD
090108	090108	090108	090108	090108	090108
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DATE: FILED:

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GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Cross slopes of 1.5% and lesser running should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
4. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
5. Turning Spaces shall be 5' x 5' minimum. Cross slope shall be maximum 2%.
6. Clear space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the latest draft of the Proposed Guidelines for Pedestrian Facilities in the Public Right of Way (PROMAG) as published by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board).
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Provide curb ramps to connect the pedestrian access route at each pedestrian street crossing. Handrails are not required on curb ramps.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Furnish and install No. 3 reinforcing steel bars at 18" o.c. both ways, unless otherwise directed.
16. Provide a smooth transition where the curb ramps connect to the street.
17. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
18. Existing features that comply with applicable standards may remain in place unless otherwise shown on the plans.

DETECTABLE WARNING MATERIAL

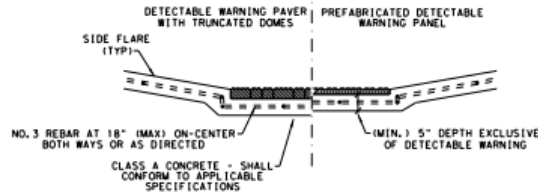
19. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with PROMAG. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
20. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
21. Detectable warning surfaces must be firm, stable and slip resistant.
22. Detectable warning surfaces shall be a minimum of 24 inches in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
23. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb and neither end of that edge is greater than 5 feet from the back of curb. Detectable warning surfaces may be curved along the corner radius.
24. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.

DETECTABLE WARNING PAVERS (IF USED)

25. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
26. Lay full-size units first followed by closure units consisting of at least 25 percent (25%) of a full unit. Cut detectable warning paver units using a power saw.

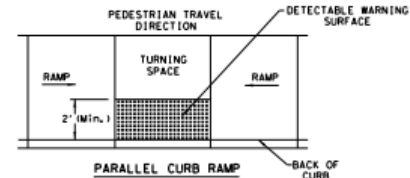
SIDEWALKS

27. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within unobstructed reach range specified in PROMAG section R406.
28. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
29. Street grades and cross slopes shall be as shown elsewhere in the plans.
30. Changes in level greater than 1/4 inch are not permitted.
31. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway, where a continuous grade greater than five percent (5%) must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with PROMAG R409.
32. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
33. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
34. Sidewalk details are shown elsewhere in the plans.

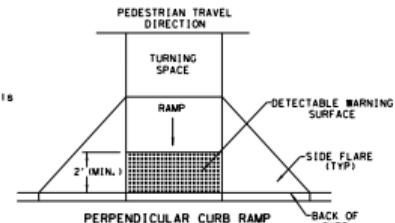


**SECTION VIEW DETAIL
CURB RAMP AT DETECTIBLE WARNINGS**

DETECTABLE WARNING SURFACE DETAILS

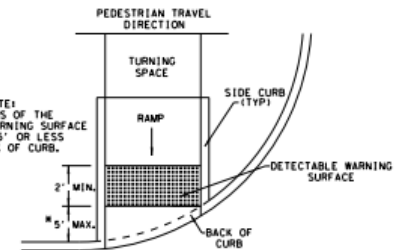


TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON LANDING AT STREET EDGE.



TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

NOTE:
BOTH ENDS OF THE
DETECTABLE WARNING SURFACE
SHALL BE 5' OR LESS
FROM BACK OF CURB.



TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE ON SLOPING RAMP RUN.

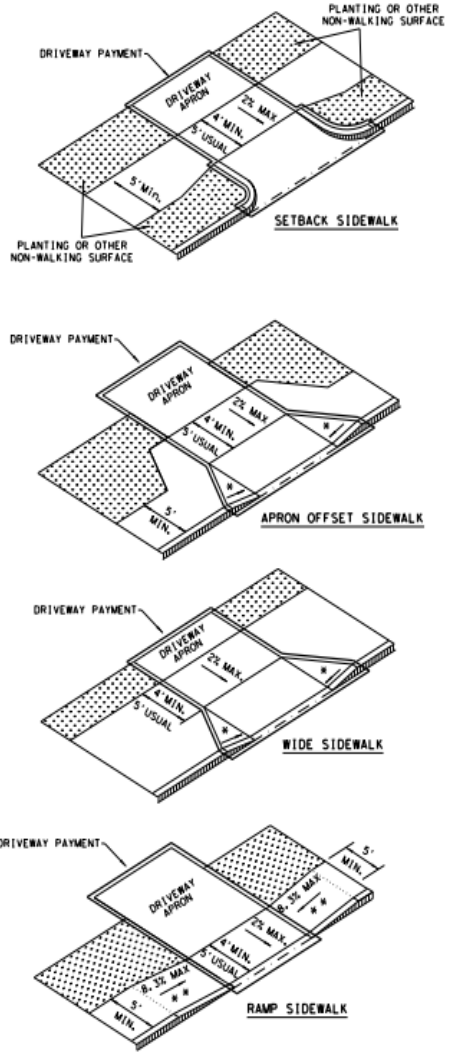
SHEET 2 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS			
PED-18			
FILE# D9078	BY TxDOT	DATE	CHKM & JD
(1) TxDOT MARCH, 2002	DATE	JOB	400007
REVISIONS			
REVISION NO. 001	DATE	BY	DATE
REVISION NO. 002	DATE	BY	DATE
REVISION NO. 003	DATE	BY	DATE
REVISION NO. 004	DATE	BY	DATE
REVISION NO. 005	DATE	BY	DATE

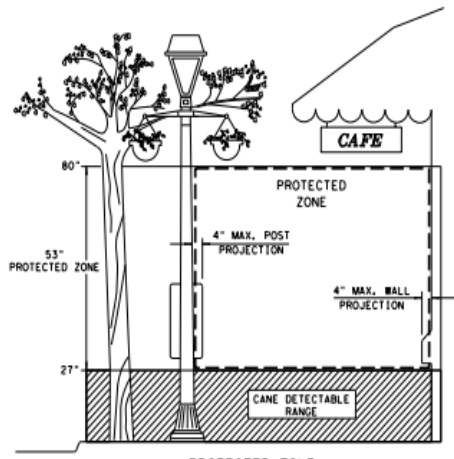
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DATE: _____
FILE: _____

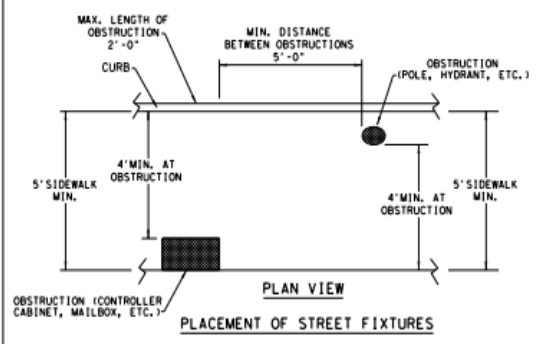
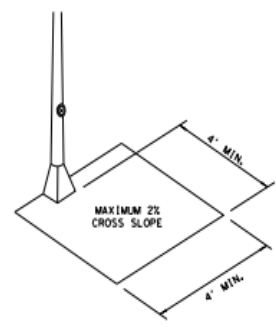
SIDEWALK TREATMENT AT DRIVEWAYS



NOTES:
 * WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX. SLOPE.
 ** IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%, HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.



NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



WHEN AN OBSTRUCTION OF A HEIGHT GREATER THAN 27" FROM THE SURFACE WOULD CREATE A PROTRUSION OF MORE THAN 4" INTO THE PEDESTRIAN CIRCULATION AREA, CONSTRUCT ADDITIONAL CURB OR FOUNDATION AT THE BOTTOM TO PROVIDE A MAXIMUM 4" OVERHANG.

PROTRUDING OBJECTS OF A HEIGHT ≤ 27" ARE DETECTABLE BY CANE AND DO NOT REQUIRE ADDITIONAL TREATMENT.

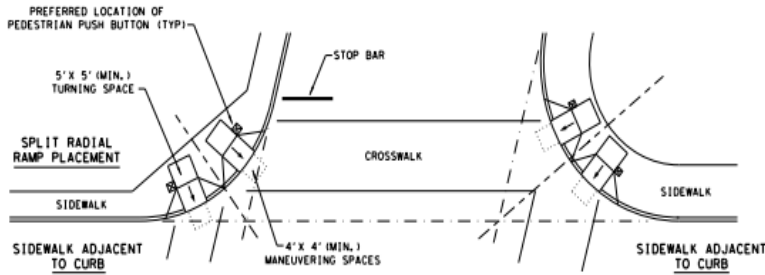
SHEET 3 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS PED-18			
FILE: PED18	DATE: TxDOT	REVISED: 08/02	DESIGNED BY: JRM
DESIGNED BY: JRM	DATE: MARCH, 2002	REVISED: 08/02	DESIGNED BY: JRM
REVISED: 08/02	REVISED: 08/02	REVISED: 08/02	REVISED: 08/02
REVISED: 08/02	REVISED: 08/02	REVISED: 08/02	REVISED: 08/02

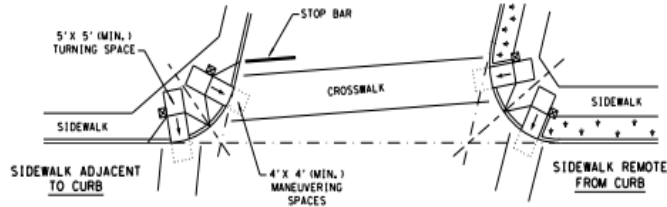
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DATE: FILE:

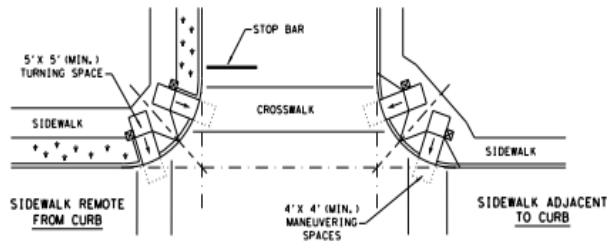
TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



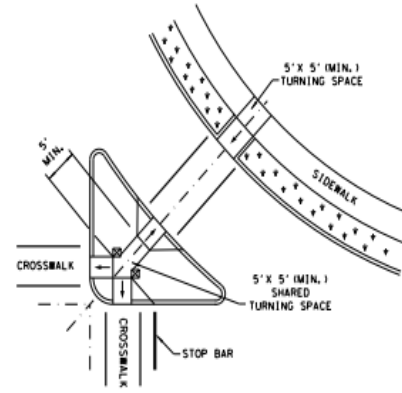
SKewed INTERSECTION WITH "LARGE" RADIUS



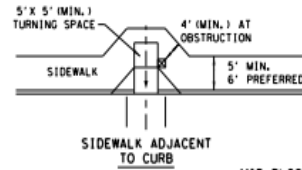
SKewed INTERSECTION WITH "SMALL" RADIUS



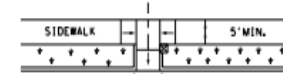
NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



SIDEWALK ADJACENT TO CURB



SIDEWALK REMOTE FROM CURB

MID-BLOCK PLACEMENT
PERPENDICULAR RAMPS

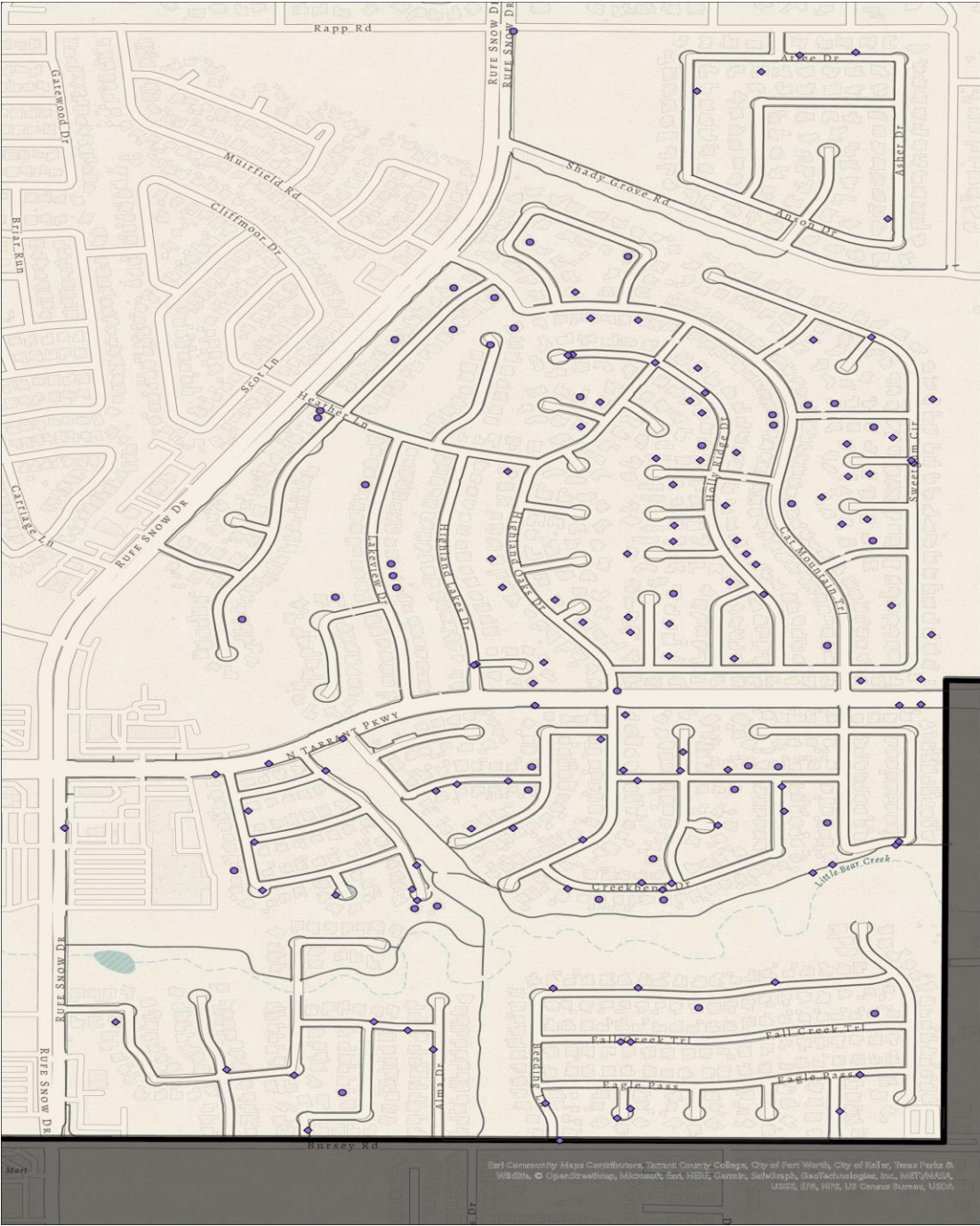
LEGEND:

- SHOWS DOWNWARD SLOPE. →
- ☒ DENOTES PREFERRED LOCATION OF PEDESTRIAN PUSH BUTTON (IF APPLICABLE).
- ⋄ DENOTES PLANTING OR NON-WALKING SURFACE NOT PART OF PEDESTRIAN CIRCULATION PATH.

SHEET 4 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS			
PED-18			
FILE# 28078	ENV+DOT	ENV+P	CH+M
TxDOT# 2002	ENV	SECY	JOB
REVISED 06/2009	REVISIONS	BIST	COUNTY
REVISED 06/2011			SHEET NO.
REVISED 07/2014			

LOCATION MAP



INSTRUCTIONS TO BIDDERS

Terminology. Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Additionally, the terms Bid, RFB, RFP, Proposal and/or Quote may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID/RFP or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

- A. Completed BIDs will be received until 2:30 p.m., April 6, 2022, at the Town Hall Receptionist's Desk, 1100 Bear Creek Pkwy, Keller, Texas, 76248. Bid responses received after the closing time and date will be returned unopened to the Contractor. BIDs will then be promptly opened and read aloud.
- B. The City WILL NOT ACCEPT a BID response or alterations to a BID response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No BID responses received via fax or e-mail will be considered under any circumstances.
- C. The City will not release any BID information until such BIDs have been opened, read aloud and/or awarded/rejected.
- D. WHILE NOT MANDATORY, ALL BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND THE PRE-PROPOSAL CONFERENCE ON MARCH 30, 2022 AT 2:00 PM AT KELLER TOWN HALL, 1100 BEAR CREEK PKWY, KELLER, TX 76248.**
- E. Bidders are to bid on all items as specified. Base Bids will be awarded to one bidder based on the total bid for the services specified. Alternate Bids may be awarded to one vendor based on their total bid for all alternates.

2. SIGNATURES

All BID responses must be signed by an authorized representative of the Contractor. Unsigned BID responses will not be considered under any circumstances. Signatures on all BID responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for BID and BID Specifications, unless otherwise in writing by Contractor under "Deviations."

3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the BID service, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all BID specifications and operational requirements. Should the products/services fail to meet the

specifications as required in the BID, Contractor agrees that the City may elect to do one of the following:

- A. Reject the BID and void the purchase as to any and all BID items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. **BID AWARD/EVALUATION CRITERIA**

- A. The City reserves the right to reject any or all BIDs, in whole or in part; to waive any informality in any BID; and to accept the BID which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award BIDs by item, combination or groups of items, or total BID. **Vendors submitting on an "All or None" basis must so indicate on the BID.**
- B. The BID award shall be based on, but not necessarily limited to, the following factors:
 - a) total price
 - b) special needs and requirements of the City
 - c) results of reference checks
 - d) Contractor's past performance with the City
 - e) City's evaluation of Contractor's ability to perform
- C. BIDs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
 - 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
 - 2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a BID. Such expenses shall be borne exclusively by the bidder.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Michael Waltz (817) 743-4215. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

6. **EXCEPTIONS/ALTERNATES TO BID**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the BID, guaranteeing authenticity. Any exceptions or alternates to the BID are to be clearly indicated on the page entitled, “**EXCEPTIONS/ALTERNATES TO RFP #22-016**”. Any exceptions/alternate from specifications and alternate BID must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to BID may or may not be considered by the City.

Changes prior to opening of BID must be submitted before the opening deadline. Changes must be noted on the outside of the BID envelope as follows: “**Changes to RFP #22-016**”

7. **RFP WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to BID for any reason or to reject any and all BIDs, or parts of all or any specific BID or BIDs. The City further reserves the right to accept part or all of any specific BID or BIDs, or any combination of BIDs, and to accept any BID or BIDs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their BIDs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the BID. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its BID, the bidder shall not supply any material or

labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the city of Keller, Attn: Michael Waltz, P O Box 770, Keller TX 76244; no explanation is required.

8. **LATE BIDS**

BIDs received after the official BID opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the BID. It is the policy of the City that late BIDs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late BID is opened in the mail room by City staff in error, or the BID invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late BID be considered, even if opened. **Contractor is solely responsible for insuring that BIDs are received by the City on or before the BID due date and time.**

9. **PRICES HELD FIRM**

- A. All prices proposed shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each BID shall be valid for one hundred twenty (120) calendar days after the opening date of the BID and shall constitute an irrevocable offer to the City of Keller for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

10. **PRICE DECLINE**

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. **SAMPLES**

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the BID opening date, the samples may be either kept by or disposed of by the City.

12. **QUANTITIES**

- A. To assist in establishing a total BID amount for BID tabulation purposes, estimated quantities may have been listed in the specifications, or on the BID tabulation form for each item. Bidder acknowledges that estimated quantities have been used, and

further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.

- B. Materials Delivered in error or in excess of the quantity ordered may, at the City's option, be returned to the Contractor at Contractor's expense.

13. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the BID price(s) resulting in the lesser amount(s).

14. DELIVERY DATE(S) AND LOCATION

The contractor shall provide to the City Representative the schedule of work no later than 30 days after contract is executed.

15. IDENTICAL BIDS

In the event of two or more identical low BIDs, the BID will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

16. WARRANTY

Guarantees and warranties, when required, should be included as a part of the BID as they may be a consideration in awarding the BID

17. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
 - 1) Take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) Take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.

- C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion, that the Contractor is not fulfilling the assigned responsibilities under the agreement. The contract would be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the Contractor, default shall be declared and all the Contractor's rights shall terminate. Contractor, in submitting this BID, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

18. **ASSIGNMENT OF CONTRACT**

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

19. **BID AMBIGUITY**

Any ambiguity in the BID resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of BID shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of BID specifications and BID instructions.**

For clarification of these specifications, please contact Michael Waltz at (817) 743-4215

20. **CONTRACT DELETIONS/ADDITIONS**

The City of Keller reserves the right to make changes to this contract as the City deems necessary. If this occurs, the City will notify and negotiate with the contractor deletions/additions and issue a change order. The City of Keller further reserves the right to cancel this contract based on the City's needs. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to or delete from this contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

21. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/proposal amount will not be processed until signed change order(s) are submitted to the Finance Department.**

22. **MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the BID specifications, instructions, and terms and conditions prior to the BID submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the BID specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Fort Worth Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet website at www.cityofkeller.com. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

23. **GRATUITIES/GIFTS**

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

24. **RESPONSE FORM(S) TO BE USED**

The BID quote must be submitted on the form(s) provided in the BID package in compliance with all conditions listed thereon, unless otherwise specified in the BID specifications. BIDs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to propose, please fill out and return the attached "NO BID" response form.

25. SPECIAL TOOLS

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

26. ORDERS AND PAYMENT TERMS

- A. All BIDs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of BID. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. BIDs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.
- B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices proposed shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:
- City of Keller
ATTN.: Accounts Payable
P.O. Box 770
Keller, Texas 76244
- C. The City of Keller operates on a fiscal year that ends September 30th. All invoices including work/services through September 30th must be submitted by October 31st. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.
- D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U.S. Post Office.

27. **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this BID with the City or its representatives prior to award shall be grounds for disqualification of the BID.

28. **PRICE FIXING**

In submitting a BID response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed BID.

29. **CONFIDENTIALITY OF DOCUMENTS**

In accordance with Local Government Code 252.049 trade secrets are confidential information in proposals and are not open for public inspection.

After BID opening, except for BID amounts, names, and addresses of contractors, all other BID documents and information will be deemed confidential during the evaluation process until formal action to award the BID contract or reject all BIDs has been taken by the City Council. Following award of the BID contract or rejection of all BIDs by the City Council, all BIDs shall then become public documents, available for public view upon written request. Copies of BIDs may then be requested by interested contractors, citizens, or City officials.

30. **REFERENCES**

Contractor must provide a minimum of (3) verifiable references where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment I.**

31. **CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of BIDs, all questions related to this BID should be addressed only to the person(s) so named herein or in the BID Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees, or any appointed or elected officials without prior written consent will risk elimination of the BID from further consideration.

32. IDENTIFICATION OF CONTRACTOR STAFF, VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring staff, vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

33. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

34. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor

35. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

36. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a “tax exempt number.” The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each BID submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each BID. The City cannot determine for the bidder whether or not the item(s) requested in the BID are taxable to the City. The bidder, through the bidder’s attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

37. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, P.O. Box 770, Keller, TX 76244 within (10) days of notification.

38. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

39. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the contractor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and Pricing would apply.

[] Yes [] No _____Initial

****Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

40. CONTRACT CLAUSE

All bidders understand and agree that the bidder's response to this BID will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded or amended only if replaced with a more extensive contract that is agreed to by both parties.

41. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder

shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

42. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

43. INDEPENDENT CONTRACTOR

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

44. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/BID shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

45. INSURANCE REQUIREMENTS

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

46. **CERTIFICATES OF INSURANCE**

At the time of the execution of this contract and each subcontract, but in any event, prior commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Finance Department, P O Box 770, Keller, TX 76244-0770.

47. **COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

48. **COMPREHENSIVE AUTOMOBILE LIABILITY**

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

49. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall protect himself and his subcontractors by carrying statutory worker's compensation insurance.

50. **INDEMNIFICATION**

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

51. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

52. **BONDS**

BID BOND. Unless specified otherwise in BID specifications, all BID's shall be accompanied by a bid bond acceptable to the City in the amount of 5% of the total bid amount. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All bid bonds will be returned to bidder within ten days from award of the contract.

PERFORMANCE, AND PAYMENT BOND. No contract shall be effective until performance, and payment bonds are furnished:

A Payment Bond, and Performance Bond is required for this contract. Bidder will execute separate bond instruments upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees and warranties required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Bids under \$50,000.00 per year will require no bonds. Public Works Bids in excess of \$50,000.00 per year but less than \$100,000.00 per year will require bid and payment bonds. Bids in excess of \$100,000.00 per year will require bid, payment and performance bonds.

53. DEBARMENT

By submitting a BID, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

54. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

55. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

56. PRE-ESTABLISHED CONTRACTS

The City has access to "Pre-Established Contracts" such as US Communities, State Contracts and Local Buying Agreements. The City will evaluate the BID amount with what is offered through these contracts and determine which is the most advantageous to the City.

57. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

58. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Please complete the attached questionnaire and return with the proposal specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

59. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

60. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

Vendor shall submit HB89 Verification form prior to award of contract.

61. HOUSE BILL 89/793 VERIFICATION

This verification only applies to:

- A. Contracts Valued at \$100,000.00 or more,
- B. Companies with 10 or more full-time employees,

This verification exempts sole proprietorships from this requirement.

62. QUALITY CONTROL

The City of Keller contract representative will make periodic inspections of the locations, documenting his findings and providing instructions to the contractor as required. The Contractor or representative shall be readily available to meet with the City of Keller representative to review deficient or problem areas.

63. FORCE MAJEURE

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Proposal and subsequent Agreement for failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the

party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS

The contract period will begin the date of award if subsequent thereto, through a one (1) year period.

MID-CONTRACT PRICE ADJUSTMENTS

Proposed prices shall remain firm as out outlined in Section 9, Instructions to Proposer, unless:

- A. Measurable and justifiable supply/demand market disruptions impact the availability, pricing, quantity or quality of goods, materials and/or equipment.
- B. Measurable and justifiable market disruptions impact the availability, pricing, quantity or quality of labor.

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a BID for this project, I am aware of the insurance requirements outlined in these specifications (Section 44-49). If I am awarded the BID, I will comply with all insurance requirements within 10 working days of the BID award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the BID.

Signature Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

Telephone Number: (____) _____ Date: _____

****THIS PAGE MUST ACCOMPANY THE BID OR BID WILL BE REJECTED****

STATEMENT OF NO BID

RFP 22-016

Oak Run Sidewalk Repairs

If bidder is not proposing on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Michael Waltz, P O Box 770, Keller, TX 76244.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit a BID response for the following reason(s):
(Please check one or all that apply)**

Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.

Specifications unclear (please explain).

We do not offer this commodity and/or service or an equivalent.

Insufficient time to respond to the BID.

Our schedule would not permit us to perform.

Remarks:

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

**REFERENCES
ATTACHMENT I**

1. Company _____
Address _____
Phone _____ Email _____
Contact _____

2. Company _____
Address _____
Phone _____ Email _____
Contact _____

3. Company _____
Address _____
Phone _____ Email _____
Contact _____

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

House Bill 89 VERIFICATION

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Keller, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

...
(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____
day of _____, 20__.

_____ Principal	_____ Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
Phone No. _____	Phone No. _____

The name, address, and phone number of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____
County of _____, and State of _____,
as principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto

_____ (OWNER),
in penal sum of _____ Dollars (\$_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ___ day of _____, 20_____, for Public Works Water & Wastewater Service Installations which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____
day of _____, 20__.

Principal	Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
Phone No. _____	Phone No. _____

The name, address, and phone number of the Resident Agent of Surety iPage **45** of **47s**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.
- B. _____ Our Principal place of business or corporate offices are in the State of Texas.

BIDDER:

By: _____

Signature: _____

Address

Title: _____

City

State

Zip

THIS FORM MUST BE RETURNED WITH YOUR BID

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project (Resold to the Owner as defined in Tax Code)	\$ _____
All other charges and costs	\$ _____
Total *	\$ _____

* The total must equal the total amount of the Contract:

CONTRACTOR:

By: _____
(signature of authorized person)

Signature: _____

Address

Title: _____

City State Zip

THIS FORM MUST BE RETURNED WITH YOUR BID