



**INVITATION TO BID
FOR**

**DEMOLITION OF BUILDINGS AND
OTHER STRUCTURES AT 137 TAYLOR
STREET AND 142 E VINE STREET**

KELLER, TEXAS

BIDS DUE: WEDNESDAY, MARCH 1, 2023 2:00 PM

Bid No. 23-011

**City of Keller
1100 Bear Creek Parkway
Keller, Texas 76248**

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INVITATION TO BID

The City of Keller, Texas (the City) is soliciting sealed bids for **Demolition of Buildings and Other Structures at 137 Taylor Street and 142 E Vine Street**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Bid Specifications.

Bid Due Date/Time: Wednesday, March 1, 2023 2:00 PM

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

Bid Number: 23-011
Subject: Demolition of Buildings and Other Structures at 137 Taylor Street and 142 E Vine Street
Do Not Open-Bid Documents

Bid 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 quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

137 Taylor Street: \$ _____ (dollars)

142 E Vine Street: \$ _____ (dollars)

Total Project Bid:

Total Project Bid: \$ _____ (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 BID WILL BE REJECTED *****
BID FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Bid Bond	_____X_____	_____
2. Ack. Of Insurance	_____X_____	_____
3. References	_____X_____	_____
4. Signature Page	_____X_____	_____
5. Conflict of Interest Questionnaire	_____X_____	_____
6. HB89	_____X_____	_____

SPECIAL CONDITIONS

SC.01 DEFINITION OF TERMS

City of Keller: The words "City of Keller" in these specifications shall be understood as referring to the Director of Community Services, City of Keller, 1100 Bear Creek Parkway, Keller, Texas, 76248, or such other representatives as may be authorized by said Owner to act in any particular position.

SC.02 LOCATION OF PROJECT

The project is an old Friends of the Keller Public Library Bookstore site located at 137 Taylor Street, and a house located at 142 E Vine Street, both in Keller, Texas.

SC.03 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools, equipment, and all incidentals required and performing all work necessary for the demolition of existing structures and the subsequent disposal of debris and site clean-up.

ALL WORK MUST BE COMPLETED WITHIN 21 CALENDAR DAYS

SC.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with the local and site specific conditions that may affect cost, progress, performance or Work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or Work, (d) study and carefully correlate Bidder's observations with the Contract Documents and (e) notify the City of all conflicts or discrepancies in the Contract Documents.

SC.05 TIME AND ORDER OF COMPLETION

At such time as actual construction has been started, the work will not be stopped or delayed without written permission of the Owner, excluding delays caused by adverse weather conditions. The Contractor shall maintain at all times sufficient equipment and personnel on the project to produce satisfactory progress during the construction period.

All items of work included in the Base Bid shall be completed as identified in the Proposal, which time shall commence ten (10) days after issuance of the work order or on the day work actually begins, whichever is earlier.

The work order shall consist of a written request by the City of Keller for the Contractor to proceed with the construction of the project.

SC.06 DEMOLITION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project with the time provided in the specifications. **This is a retail zoned area and the Contractor must work only during City of Keller designated work hours (Monday – Friday 6 a.m. to 7 p.m. and Saturday & Sunday 8 a.m. to 6 p.m.). Work to be completed as noted on the scope of work.**

SC.07 ADDENDA

Bidders desiring further information, or interpretation of plans and specifications, must make request for such information to the City of Keller prior to Wednesday, February 22, 2023 at 5:00 pm. Answers to all such request will be given in writing to all bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Plans, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the City of Keller in order that a written addendum may be sent to all bidders. Any addenda issued will be posted on e-bid and the City of Keller website. The Proposal as submitted by the Contractors will be so constructed as to include any addenda if such are issued by the City of Keller prior to twenty-four (24) hours of the opening of bids.

SC.08 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor understands and agrees that time is the essence of this Contract and that for each day of delay beyond the date agreed upon for the completion of all items of work herein specified and contracted for, the Owner may withhold permanently from the Contractor's total compensation the sum of **Two Hundred Fifty Dollars (\$250) for each day that completion is overdue. Liquidated damages may also be withheld by the owner, at the above rate, for violations of Special Condition 05 (SC.05) by the Contractor. Work to be completed as noted on the scope of work.**

SC.09 CLEANUP

The contractor shall be responsible for maintaining a clean demolition site and remove debris on a regular schedule. Upon completion of the work, the Contractor shall remove from the site all materials, tools and equipment belonging to him and leave the site with an appearance

acceptable to the City of Keller and execute final cleaning prior to final inspection.

SC.10 BARRICADES, SIGNS AND TRAFFIC HANDLING

Barricades, signs, and traffic handling shall conform to local, state, and federal specification except that no separate pay item is provided. This work shall be considered as subsidiary to the other work. **Contractor is responsible to ensure that the area is barricaded and signed for closure for the duration of the project.**

SC.11 INSPECTION

The word "Inspection", or other forms of the word as used in the Contract Documents for this project, shall be understood as meaning the Director of Community Services, Public Works Inspector and Building Inspector will observe the construction on behalf of the City. The Inspector will observe and check the construction in sufficient detail to satisfy him that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the Contractor's performance. The Contractor shall schedule all required inspections and shall not cover up work requiring inspection until approval is obtained. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense. **The Contractor is responsible for obtaining all required permits; fees will be waived for permits. The general contractor and all subcontractors must be registered (\$50 fee each) with the City of Keller prior to start of project.**

SC.12 WATER, LIGHTS AND POWER

Water service to the site has been disconnected. **The Contractor is responsible for providing a water source for the site, if necessary. A fire hydrant meter may be rented through the City of Keller Public Works as a temporary water source for use during the project. Contractor is responsible for all costs related to meter rental and water use.**

SC.13 PROJECT COORDINATION

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the Specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such Superintendent shall be furnished irrespective of the amount of work subcontracted. The Superintendent and the Contractor shall be

responsible for all work performed by the subcontractor at all times during construction.

SC.14 **EXTENT OF WORK AND THE CONTRACT DOCUMENTS**

The Contractor shall perform all work that may be called for in the Specifications but not shown on the Drawings, or, all work that may be shown on the Drawing but not called for in the Specifications, as if described in both. Should work be required which is not set forth in either document, but which work is nevertheless required for fulfilling of the intent thereof, then the Contractor shall perform all work as fully as if it were specifically set forth in the Contract Documents.

SC. 15 **SAFETY AND PROTECTION**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in conjunction with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to workers, the public, existing utilities, structures, streets and adjacent property. Provide barriers to prevent unauthorized entry to construction areas and protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, and regulations that affect the Work. The Contractor shall make every reasonable effort to maintain a safe work site, and shall comply with the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto. The contractor shall be responsible for all damages to the above-mentioned items. **Contractor is responsible to ensure that the area is barricaded and signed for closure for the duration of the project.**

SECTION 1000 - GENERAL REQUIREMENTS

SUMMARY OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the furnishing of all labor, materials, services, and equipment required in conjunction with or properly incidental to demolition of structures on two properties located within the City of Keller, Texas. See Exhibits A and B.

Work to be included:

1. The project includes the demolition of all existing buildings and structures on the properties to include foundations, concrete paving, asphalt paving, sidewalks, non-marked trees, and non-marked vegetation within the property lines as well as the removal of all debris related to the demolition, debris located within the existing buildings, and other existing debris located on the properties.
2. Building 1 is a one-story, concrete block-frame structure, approximately 1,700 sf.
3. Structure 1. Metal flag pole and base.
4. Structure 2. Wood monument sign and bases.
5. Building 2 is a one-story, wood frame structure, approximately 1,300 sf.
6. Demolition includes removing all concrete foundations in their entirety, any concrete piers, if present, will be removed to 36 inches below finished grade.
7. Contractor to verify that all utilities have been disconnected prior to demolition of the structures.; phone, gas, electric, sewer and water.
8. Contractor to protect all marked trees and marked landscaping with fencing.
9. Contractor to dispose of all debris off-site in appropriate landfills. Contractor to provide landfill receipts to City to demonstrate material was disposed of properly.
10. Contractor to provide security fencing as needed to prevent the public from entering site.
11. Asbestos abatement was completed on December 23, 2022 for Building 1.
12. Contractor shall establish winter Ryegrass AND common Bermuda grass after demolition is complete at both locations.

1.02 OWNER'S EXPECTATION OF BIDDER'S QUALIFICATIONS

- A. The City will closely examine the qualifications and records of Bidders who wish to become the Successful Bidder for this project. The City will weigh the bids and the qualifications in their decision of whom to select to do the work. Any bidder with serious intent of becoming the Successful Bidder must prove that they have an experience record of having successfully completed projects similar in nature, size, and complexity. This should be noted on the References section of the bid submittal.
- B. Each Bidder must demonstrate the competence and experience of his own forces and that of the subcontractors. Each Bidder must submit WITH THE BID the required list of subcontractors. Failure to submit the list may cause disqualification.
- C. The City requests that bidders without the necessary qualifications not submit bids, as they will be disqualified or passed over for qualified bidders.

SECTION 2000 - TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

Provide complete protection of existing trees at site marked to remain.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02100 Site preparation

1.03 COORDINATION

Coordinate protection of marked existing trees with other trades so as to prevent damage to trees.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fencing: Hog wire fencing materials and drive-in steel fencing posts at 8'0" o.c. or orange construction fencing.
- B. Barricades: Dimension lumber.
- C. Sheeting: 6 mil polyethylene.

PART 3 - EXECUTION

3.01 PROTECTIONS

- A. Protect trees designated to remain by permanent sturdy barricades that would prevent any damage to trunks, roots and branches by vehicles and other construction equipment and operations.
- B. Provide complete protection of roots and existing soil at base of existing trees. Do not disturb existing soil at tree bases in any manner.

SECTION 3000 - SITE PREPARATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

Provide site preparation as specified herein. Work shall consist of, but is not limited to the following:

- A. Protection of all utilities, including water, electrical, gas and telephone transmission lines. All lines must be disconnected, capped off, and left exposed for inspection **BEFORE** removal of all structures.
- B. Remove and dispose of structures and debris as noted from site.

PART 2 - EXECUTION

2.01 PROTECTION

- A. Locate existing utilities; provide adequate protection and support during demolition operations. If uncharted or incorrectly charted piping or other utilities are encountered during earthwork, consult utility owner immediately for directions as to procedure. Repair damaged utilities beyond capped lines to the satisfaction of utility owner at no cost to the City. **Contractor is responsible for utility line verification prior to demolition.**
- B. Protect improvements on site and along access routes; provide barricades, coverings or other types of protection as necessary to prevent damage. Restore to original condition improvements damaged by the work.
- C. Trees and vegetation, designated/marked to remain, shall be protected against unnecessary cutting, breaking, bruising, smothering by stockpiling excavated materials within drip line, or parking of vehicles within drip line. **NO EQUIPMENT OR VEHICLE PARKING UNDER TREES.** Provide temporary fences, tree wells, barricades or guards;

repair or replace trees and vegetation damaged by construction operations.

- D. Any trimming of trees will need approval by the City prior to trimming.

2.02 SITE CLEARING

Remove all materials within demolition area identified by the City as rubbish and debris, and obstructions that interfere with proposed demolition.

SECTION 4000 - FINE GRADING

PART 1 - GENERAL

1.01 SCOPE

Work in this section includes furnishing all labor, materials, equipment, and services required to fine grade areas.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02100 Site Preparation

1.03 METHOD OF PAYMENT

Fine grading of the earthwork is a necessary and incidental part of the work. The total cost will be included in the Proposal. Payment will not be made on a unit price basis nor by any other separate measured payment method.

PART 2 - EXECUTION

2.01 LIMITS OF WORK

The limits of areas to be fine graded shall generally correspond to any disturbed area resulting from demolition operations.

2.02 SEQUENCE OF WORK

- A. Fine grading will not be attempted until demolition, which involves heavy vehicles, is complete. Such vehicles cause rutting and over compaction.
- B. After fine grading is accomplished, it shall be the Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and acceptable.

2.03 FINE GRADING OPERATIONS

As a minimum, the following measures will be executed in the accomplishment of fine grading areas. The Contractor may elect to use additional or supplemental measures to accomplish fine grading.

- A. Fine grading will be executed with any or all of the following or other appropriate machinery: lightweight road grader, tractor box blade, disking machinery, weighted spike harrow, and weighted drags. Bulldozer blades or front-end loader buckets are not acceptable devices for fine grading operations.
- B. It is anticipated that some areas of earth embankment may become over compacted and resistant to proper grading. Such areas will be loosened and pulverized with disking machinery and will then be re-compacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.
- C. The degree of finish grading for all graded areas shall be within 0.1 foot of the grades and elevations indicated. Final grading within five (5) feet of constructed or installed elements shall be hand raked.

2.04 ACCEPTABILITY

- A. The City of Keller will be the judge of whether fine graded areas are acceptable or not. Unsatisfactory areas will be regraded and corrected until they are acceptable.

SECTION 5000 - DEMOLITION

PART 1 - GENERAL

1.01 SCOPE OF WORK

Provide Demolition as herein. Work shall consist of, but is not limited to the following:

- A. Protection of all utilities including water, electrical, gas, and telephone transmission lines. All lines to be capped and exposed for inspection prior to demolition.
- B. Remove and dispose of structures and debris related to this project as noted from site.
- C. Demolition of all existing buildings and structures on the property to include foundations, concrete paving, asphalt paving, sidewalks, non-marked trees, and non-marked vegetation.

1. Building 1. A one-story, cement block-frame structure, approximately 1,700 sf.
2. Structure 1. Metal flag pole and base.
3. Structure 2. Wood monument sign and bases.
4. Building 2. A one-story, wood-frame structure, approximately 1,300 sf.
5. All concrete and asphalt paving within the property line.
6. All non-marked trees and non-marked vegetation.

PART 2 - EXECUTION

2.01 PROTECTION

- A. Locate existing utilities; provide adequate protection and support during demolition operations. If uncharted or incorrectly charted piping or other utilities are encountered during earthwork, consult utility owner immediately for directions as to procedure. Repair damaged utilities to the satisfaction of utility owner at no cost to the City.
- B. Protect improvements on site and along access routes; provide barricades, coverings or other types of protection as necessary to prevent damage. Restore to original condition improvements damaged by the work.
- C. Trees and vegetation, designated to remain, shall be protected against unnecessary cutting, breaking, bruising, smothering by stockpiling excavated materials within drip line, or parking of vehicles within drip line. **NO EQUIPMENT OR VEHICLE PARKING UNDER TREES.** Provide temporary fences, tree wells, barricades or guards; repair or replace trees and vegetation damaged by construction operations

2.02 SITE CLEARING

Remove all materials within demolition area identified by the City as rubbish and debris, and obstructions that interfere with proposed demolition.

SECTION 6000 – EROSION CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK

Provide erosion control as specified herein. Work shall consist of, but is not limited to the following:

- A. Temporary protective structures and measures to minimize erosion and sedimentation as a result of the work being performed.

PART 2 - EXECUTION

2.01 EROSION CONTROL

- A. Contractor shall implement and maintain erosion and sedimentation control measures throughout the demolition project.
- B. Sediment that is eroded from the demolition site and deposited onto adjacent properties shall be removed by the Contractor at the Contractor's expense.
- C. All materials and workmanship shall conform to the latest standard specifications for public works construction for North Central Texas and City of Keller criteria.

INSTRUCTIONS TO BIDDERS

Terminology - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor 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 or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

- A. Completed BIDs will be received until 2:00 p.m. Wednesday, March 1, 2023 at the Town Hall Receptionist's Desk, 1100 Bear Creek Parkway, Keller, Texas, 76248 or through the City of Keller e-bid system. 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 information of Vendor's who have received the BID Specifications until such BIDs have been opened and read aloud.
- D. **ALL BIDDERS MUST ATTEND A MANDATORY PRE-BID CONFERENCE ON WEDNESDAY, FEBRUARY 15, 2023 AT 2:00 PM AT 137 TAYLOR STREET, KELLER, TX 76248. ANY BIDDER NOT IN ATTENDANCE AT THE PRE- BID CONFERENCE WILL NOT BE CONSIDERED FOR THE CONTRACT.**
- 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 stated otherwise in writing by Contractor under "Deviations."

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

Prior to acceptance of the quoted commodity, 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/or 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 Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. 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 BID**” 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 BID #23-011**”

7. **BID 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 1day 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: Purchasing Agent, 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 quoted 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. 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 Contractor at Contractor's expense.

12. 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).

13. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department
 - 3) job site or delivery location

- 4) complete description of material(s) shipped, including quantity
- 5) purchase order number (if applicable)

14. DESTINATION CHARGES

All products offered shall be BID F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

15. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

16. DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the service after receipt of the City's order shall be **21 calendar** days, weather permitting. This date may determine the award. Should contractor be unable to deliver the service by the deadline, Owner may withhold permanently from the Contractor's total compensation the sum of **Two Hundred Fifty Dollars (\$250) for each day that completion is overdue. Liquidated damages may also be withheld by the owner, at the above rate, for violations of Special Condition 05 (SC.05) by the Contractor. Work to be completed as noted on the scope of work.**

17. 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.

18. 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.

19. 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, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or 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 successful Contractor, default shall be declared and all the successful 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.

20. **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.

21. **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, call Cody Maberry, Director of Community Services at (817) 743-4002 or cmaberry@cityofkeller.com.

22. **CONTRACT DELETIONS/ADDITIONS**

The City of Keller reserves the right to make changes to the contract if the City adds or deletes buildings or otherwise makes other permanent changes on property being maintained under this contract. If this occurs, City will negotiate deletions/additions and issue a change order. 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.**

23. **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/bid amount will not be processed until signed change order(s) are submitted to the Finance Department.**

24. **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 web site at www.cityofkeller.com. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

25. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

26. 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.

27. 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 bid on this requirement, please fill out and return the attached "NO BID" response form.

28. 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.

29. OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

30. MATERIAL SAFETY DATA SHEETS (MSDS)

If required, BID shall include a MSDS for each product quoted, if applicable.

31. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor's expense.

32. 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 quoted 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 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.

33. **USE OF PURCHASING CARDS**

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

34. **NEGOTIATION**

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

35. **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.

36. **REFERENCES**

Contractor must provide a minimum of (3) verifiable reference 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.**

37. **CONFIDENTIALITY OF DOCUMENTS**

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids 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 or reject all BIDs has been taken by the City Council. Following award of the BID 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.

38. **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.

39. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractor may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediately collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

40. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring 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.

41. EMPLOYEE SAFETY

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

42. 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.

43. 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.

44. 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.

45. 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, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

46. 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.

47. 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 successful bidder 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 will apply.

[] Yes [] No _____ Initial

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

48. **BRAND NAMES**

If items for which BIDs have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. BIDs offering “equal” products will be considered for award if such products are clearly identified in the BIDs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their BID that they are offering an “equal product”, their BID shall be considered as offering a brand name product referenced herein or in the BID specifications.**

49. **CONTRACT CLAUSE**

All bidders understand and agree that the bidder’s response to this BID invitation 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.

50. **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.

51. **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.

52. 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.

53. 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.

54. 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.

55. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to 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 Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

56. 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 entitled 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

57. 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

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

The contractor shall provide all workers' compensation insurance for its employees as required by law.

59. **INDEMNIFICATION**

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City of Keller, 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.

60. **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.

61. **BONDS**

Bid Bond. Unless specified otherwise in BID specifications, all BIDs shall be accompanied by a bid bond acceptable to the City in the amount of **5% of the total contract price. 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. If submitting through e-bid, original bonds must be submitted/received prior to opening.** All bid bonds will be returned to bidder within ten days from award of contract.

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds 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 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.

62. **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.

63. **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.

64. **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.

65. **PRE-ESTABLISHED CONTRACTS**

The City has access to “Pre-Established Contracts” such as US Communities, State contracts and local purchasing 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.

66. 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.

67. 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 bid 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).”

68. 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.

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

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

**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 (Number 54-58). 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, I understand my bid bond will be forfeited.

Signature

Printed name

Name of Company: _____

Address of Company: _____

City, State & Zip: _____

STATEMENT OF NO BID

Demolition of Buildings and Other Structures at 137 Taylor Street and 142 E Vine Street

BID # 23-011

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, 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 BID process. The City of Keller will provide additional clarification of specifications, assistance with BID 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 BID.

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**

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

1. Company _____
Address _____
Phone _____
Contact _____
E-Mail _____

2. Company _____
Address _____
Phone _____
Contact _____
E-Mail _____

3. Company _____
Address _____
Phone _____
Contact _____
E-Mail _____

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 BE COMPLETED OR BID MAY 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 BE COMPLETED OR BID MAY 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.

EXHIBIT A

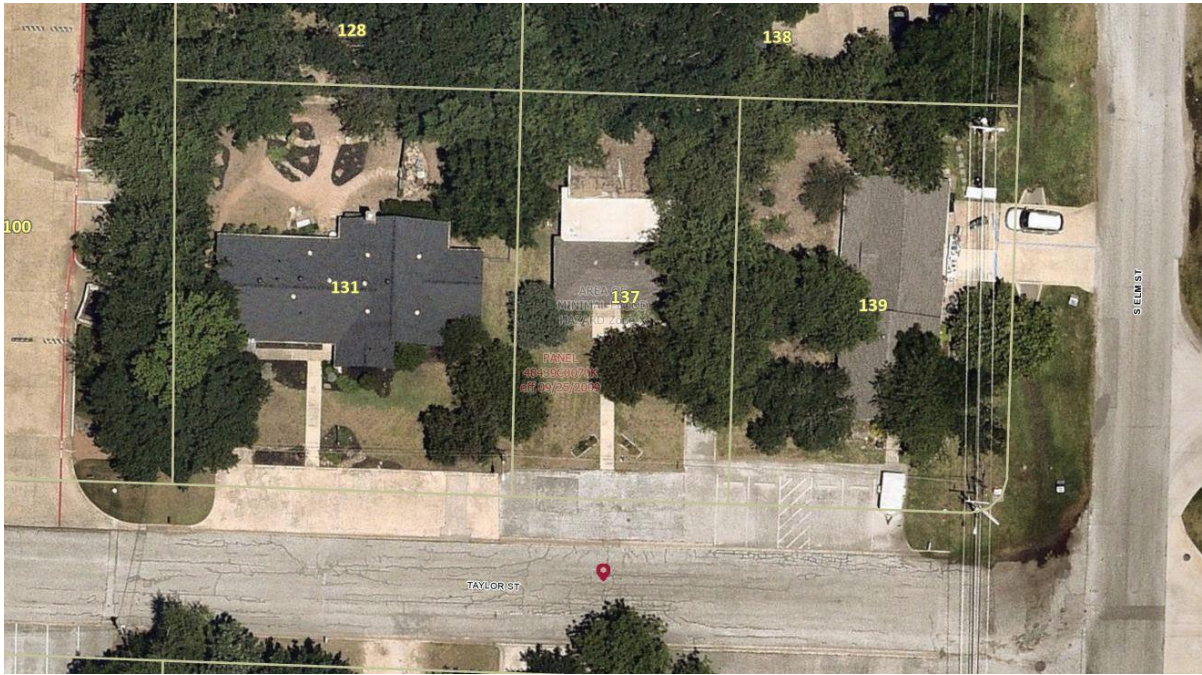


EXHIBIT B

