

**(NOTE: FOR INFORMATION PURPOSE; NOT A UT DALLAS SOLICITATION)**

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Dear Supplier,

A new event matching your commodity registration profile is available.

City of Allen eBid System

Bid Opportunity Information

Bid Number: **2025-6-49**

Bid Title: **Credit Union of Texas Event Center HVAC Replacement Phase 2**

Issue Date: 7/4/2025 08:00:03 AM (CT)

**Pre-Submittal Meeting: 7/18/2025 9:00:00 AM (CT)**

Question Cut Off Date: 7/23/2025 02:00:00 PM (CT)

**Close Date: 7/31/2025 02:00:00 PM (CT)**

Bid Notes

This project will be Phase 2 of a multi-year program to update and/or replace the existing Heating, Ventilation, Air Conditioning (HVAC) equipment throughout Credit Union of Texas Event Center as a result of recommendations provided from a mechanical equipment review performed by an external third-party engineering firm in 2022.

Bid Contact Information

No contact information available

[Click Here to View Opportunity](#)

Questions about this system can be directed to:

Rosanne Lemus – CPPB, Purchasing Manager

City of Allen | 305 Century Parkway | Allen, TX 75013

O: 214.509.4630 | F: 214.509.4675 | [Rosanne.Lemus@cityofallen.org](mailto:Rosanne.Lemus@cityofallen.org)



GENERAL INFORMATION

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

**REQUEST FOR PROPOSAL**

**2025-6-49**

**CREDIT UNION OF TEXAS EVENT CENTER (CUTXEC)  
HVAC REPLACEMENT PHASE 2**

PROPOSALS ARE DUE TO THE  
PURCHASING DIVISION PRIOR TO:

**JULY 31, 2025 @ 2:00 P.M.**

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

<http://allentx.ionwave.net>

NO LATE RESPONSES WILL BE ACCEPTED  
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES  
MAY BE DELIVERED OR MAILED TO:

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

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Eva Osborne, Purchasing Agent

[eosborne@allentx.gov](mailto:eosborne@allentx.gov)

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**SECTION I  
NOTICE TO OFFERORS**

**1.1 INTRODUCTION**

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

**1.2 SUBMISSION OF PROPOSAL**

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL  
2025-6-49  
CUTXEC HVAC REPLACEMENT PHASE 2**

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

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

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

**1.3 PRE-SUBMITTAL MEETING & NON-MANDATORY SITE VISIT**

A non-mandatory pre-submittal teleconference is scheduled for 9:00 a.m. CST, Friday, July 18, 2025. Registration is required in advance for this meeting. Registration URL is available via our online eBid <http://allentx.ionwave.net>. Representatives of the City of Allen will be present to discuss the Project. All prospective offerors are strongly recommended to have a representative present.

Potential proposers are strongly recommended to visit the site before the pre-submittal meeting at 200 E. Stacy Rd. #1350, Allen, TX 75002 on Monday, July 14, 2025 at 2:30 P.M. CST. Or Wednesday, July 16, 2025 at 10:00 A.M. CST To schedule an appointment for site visit, contact Joseph Strange, Maintenance Supervisor, phone number 972-912-1065, and email address [joseph.strange@cutxeventcenter.com](mailto:joseph.strange@cutxeventcenter.com)

**1.4 NUMBER OF COPIES**

The recommended method of submittal is electronic through the City Website using Ionwave. If the proposer submits one (1) original hard copy response, the proposer shall submit one original set proposal documents and one (1) electronic copy on a flash drive of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked "**Original**".

**1.5 PROPOSAL INFORMATION**

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing.

**1.6 DISCLOSURE OF RESPONSE**

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor<sup>3</sup>. The City of Allen takes no legal position on

disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## **1.7 CERTIFICATE OF INTERESTED PARTIES**

### **Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)**

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$100,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

## **1.8 ADDENDUMS/AMENDMENTS**

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published via the city's online bidding. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure Proposer's receipt of any addenda issued. Any addenda issued within 72 hours of the bid opening will automatically delay the bid opening by one week. Proposer's will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

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

**1.9 ACCEPTANCE**

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer	A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.
Responsible Bidder/Proposer	A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

Bidders must submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of Allen, or a Bid Bond issued by a bonding company satisfactory to the City of Allen, payable without recourse to the order of the City of Allen in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

**1.10 AWARD**

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

**LIQUIDATED DAMAGES**

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

<b>Amount of Contract (\$)</b>	<b>Value of a Calendar Day (\$)</b>
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

*Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.*

**1.11 CONTRACT ADMINISTRATION**

The City of CUTX Event Cener together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

**1.12 SUBSTANTIVE PROPOSALS**

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible prospective bidders is as follows:

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

#### **REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL**

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Conflict of Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Form (Pricing stated in both script and figures).
- Bid Endorsement Page
- Bid Bond

#### **1.13 DEFINITIONS**

- Bidder/Proposer refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

#### **1.14 INQUIRIES**

Questions about this proposal shall be submitted in eBid portal under the questions tab. Questions resulting in changes to this solicitation will be provided in the form of an addendum to the solicitation.

### **1.15 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentative scheduled as follows:

PUBLIC ADVERTISEMENTS	JULY 04, 2025
	JULY 11, 2025
1 <sup>st</sup> SITE VISIT	JULY 14, 2025 @ 2:30 P.M. CST
2 <sup>nd</sup> SITE VISIT	JULY 16, 2025 @ 10:00 A.M. CST
PRE-SUBMITTAL MEETING	JULY 18, 2025 @ 9:00 A.M. CST
QUESTION DEADLINE	JULY 23, 2025 @ 2:00 P.M. CST
ADDENDA DEADLINE	JULY 28, 2025 @ 2:00 P.M. CST
SUBMITTAL DUE DEADLINE	JULY 31, 2025 @ 2:00 P.M. CST
COUNCIL AWARDS CONTRACT (ANTICIPATED)	SEPTEMBER 09, 2025
NOTICE OF AWARD (ANTICIPATED)	SEPTEMBER 15, 2025
CONTRACT START DATE	TBD

*THIS TIMELINE IS SUBJECT TO CHANGE BY THE CITY.*

**SECTION II  
GENERAL TERMS & CONDITIONS**

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

- 2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.
- 2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.
- 2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.
- 2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.
- 2.6 The vendor shall be held responsible for and shall make good, without expense to the City, all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.
- 2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.
- 2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all

costs incurred by City.

- 2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.
- 2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.
- 2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service...”
- 2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person’s affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.
- 2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).
- 2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.
- 2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

- 2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.
- 2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.
- 2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.
- 2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 2.26 When unit price differs from extended price, the unit price prevails.
- 2.27 In case of a discrepancy between the product number and description, the description takes precedence.
- 2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.
- 2.29 Response to specification is primary in determining the lowest responsible bid.
- 2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
- 2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
- 2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused

- on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.
- 2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.
  - 2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
  - 2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
  - 2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.
  - 2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.
  - 2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
  - 2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.
  - 2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.
  - 2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.
  - 2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

- 2.43 In accordance with Texas Administrative Code Title 30, Part 1, Chapter 328 rule 328.203, preference shall be given to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable non-recycled products. Preferences will be applied in accordance with state procurement statutes and rules.
- 2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.
- 2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:
- 2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit VI.**
- 2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.
- 2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of  
(a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.
- 2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.
- 2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.
- 2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.
- 2.48 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.
- 2.49 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.
- 2.50 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best

value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- a. the purchase price.
- b. the reputation of the bidder and the bidder's services.
- c. the quality of the bidder's service.
- d. the extent to which the bidder's services meet the City's needs.
- e. the bidder's past business relationship with the City.
- f. the impact on the ability of the City to comply with laws and rules
- g. relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- h. the total long-term cost to the City to acquire the bidder's goods or services; and
- i. any relevant criteria specifically listed in the request for bids or proposals.

2.51 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

2.52 Iran, Sudan and Foreign Terrorist Organizations. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf> ,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> , or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf> .

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit. 2.54 PROHIBITION OF BOYCOTT ISRAEL. Vendor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.53 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.54 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

\_\_\_\_\_YES \_\_\_\_\_NO

**SECTION III**  
**REQUEST FOR PROPOSAL**

**PURPOSE**

This project will be Phase 2 of a multi-year program to update and/or replace the existing Heating, Ventilation, Air Conditioning (HVAC) equipment throughout Credit Union of Texas Event Center as a result of recommendations provided from a mechanical equipment review performed by an external third-party engineering firm in 2022.

**DURATION OF AGREEMENT**

The term of this agreement shall commence on the last date of execution hereof (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

**SCOPE OF WORK**

To view the Scope of Work document, log in to our online eBid <http://allentx.ionwave.net> under the “Attachment” tab.

## **SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA**

### **EVALUATION PROCESS**

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

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

### **PROPOSAL RESPONSE DOCUMENTS**

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

Please provide a sample of goods if it's applicable.

## **QUALIFICATIONS REQUEST FOR PROPOSAL**

### **BIDDER QUALIFICATIONS**

Each respondent to this proposal shall be capable of meeting the following minimum requirements

1. Proposers shall demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.
2. Proposers shall demonstrate that they are financially stable and that they have been a commercial provider for at least the past three years.
3. Proposers shall be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be enough to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.
5. Proposers shall submit with their bid proof of insurance. The awarded contractor shall provide the city with their certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

### **COMPANY OVERVIEW**

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;
4. Describe your firm's experience in providing like services including the number of years your firm has actively provided such services
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
6. Describe whether your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

### **REFERENCES**

1. Vendor shall have a minimum of TEN (10) years of experience
2. Provide three references installed 5-8 years ago.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

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

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

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

sections, in the same order for each section as required. Also, include the RFP Pricing.

Please provide a sample of the goods if applicable.

**EVALUATION PROCESS AND SELECTION CRITERIA**

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

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

There are 100 possible points (or 125 possible points with an interview/presentation if needed) for this proposal evaluation, as follows:

<b>PRICE</b> <b>Points are calculated using the formula below:</b> <b>Lowest cost /propose cost x points = Proposer’s Price Score</b>	<b>30 points</b>
<b>BIDDER QUALIFICATIONS AND EXPERIENCES</b>	<b>25 points</b>
<b>WARRANTY</b>	<b>20 points</b>
<b>INSTALLATION PROCESS</b>	<b>25 points</b>
<b>INTERVIEW AND PRESENTATION (IF NEEDED)</b>	<b>25 points</b>

**SECTION V  
PRICING**

Please provide fixed price to this solicitation in the City of Allen's E-bid (Ionwave) system under "Line Items" tab via <https://allentx.ionwave.net>

**BID ENDORSEMENT**

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

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

SUBMITTED BY:

\_\_\_\_\_  
(OFFICIAL Firm Name)

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

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title) (Date)

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

\_\_\_\_\_  
(Zip Code)  
Phone #: (\_\_\_\_) \_\_\_\_\_

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

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

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

**ADDENDUMS/AMENDMENTS:** 1) \_\_\_\_\_ date acknowledged  
2) \_\_\_\_\_ date acknowledged  
3) \_\_\_\_\_ date acknowledged

**SECTION VI – EXHIBITS**

**EXHIBIT 1**

**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

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

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

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

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate;  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

**Continued Next Page**

**Contracts in the Amount of \$100,000-\$1,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or;</li> <li>• \$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

**Contracts in the Amount of \$1,000,000-\$8,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 aggregate or;</li> <li>• \$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Contracts over \$8,000,000 must contact Risk Management for insurance specifications**

**All Certificates of Insurance need to reference job or contract number in comments section.**

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685.

### **Indemnification**

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### **WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS**

#### A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of<sup>23</sup> coverage, if the coverage period shown on the

current certificate of coverage ends during the duration of the project.

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

**EXHIBIT 2**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

\_\_\_\_\_  
**Name of Contractor**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT 3 -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

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM1295**

**OFFICE USE ONLY**

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.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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

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

**5**  Check only if there is NO interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code)  
(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity (Declarant) \_\_\_\_\_

*Must file online at www.ethics.state.tx.us/File*

**EXHIBIT 4**

**BIDDERS QUALIFICATION STATEMENT**

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

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

Indicate One:        Sole Proprietor    Partnership        Corporation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

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

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

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

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

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 5**  
**SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____Yes_____No?
	2.	General Partnership	_____Yes_____No
	3.	Limited Partnership	_____Yes_____No
	4.	Corporation	_____Yes_____No
	5.	Other	_____Yes_____No

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

\_\_\_\_\_

\_\_\_\_\_

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

\_\_\_\_\_

\_\_\_\_\_

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

\_\_\_\_\_

\_\_\_\_\_

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

\_\_\_\_\_

\_\_\_\_\_

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

\_\_\_\_\_

\_\_\_\_\_

Is the company registered with the Texas Secretary of State? \_\_\_\_\_

Prior to executing a contract, the awarded bidder must be registered with the Texas Secretary of State. If the bidder has determined they are exempt from this requirement, it is the bidder's responsibility to demonstrate that exemption.

Is the company a minority, or woman owned business enterprise?

\_\_\_\_\_No \_\_\_\_\_Yes if yes, specify\_\_\_\_\_MBE \_\_\_\_\_WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

\_\_\_\_\_No \_\_\_\_\_Yes

If yes, specify the governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

**EXHIBIT 6  
SAMPLE CONTRACT**

STATE OF TEXAS           §  
  §       **AGREEMENT FOR** { }  
COUNTY OF COLLIN       §

This Agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and **[Legal Name of Entity]**, a **[Legal Type of Entity]** (e.g., Texas Corporation, Limited Partnership, Limited Liability Corporation] *not descriptions such as XYZ “a landscape company”* (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City solicited competitive bids or proposals pursuant to Request for Bids No. \_\_\_\_\_ **-OR-** Request for Proposals No. \_\_\_\_\_ (hereinafter defined as the “**RFB**”); and

**WHEREAS**, Contractor submitted a response to the **RFB** (hereinafter defined as the “Response”), and

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor, and not as an employee, to provide the goods and/or services described in the Contract Documents (hereinafter defined) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to provide goods and/or services, as applicable, to City described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement;

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

**Article I  
Term**

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (the “Effective Date”) and shall be automatically renewed annually for \_\_\_ additional one-year terms without the necessity of any action by either party. Either party may elect not to renew this Agreement by giving notice to the other party at least thirty (30) days prior to the end of the original or any renewal term.”

1.2 Termination. This Agreement shall terminate upon any one or more of the following:

- (a) upon the mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof;

- (c) upon written notice by either Party, upon thirty (30) days prior written notice;
- (d) upon written notice by City, if Contractor suffers an event of “Bankruptcy or Insolvency” (for purposes of this Agreement, “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of a receiver for any part of Contractor’s property where such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor where such proceeding is not dismissed within ninety (90) days after the filing thereof; or
- (e) upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing City fiscal year.

## **Article II Scope of Work**

2.1 Contractor agrees to provide the {goods or services} in accordance with the Contract Documents. The Contract Documents consist of:

- (a) This Agreement;
- (b) City Request for Proposal or Bid No. \_\_\_\_\_, incorporated herein by reference and which is on file in City Purchasing Division (the “RFB”); and
- (c) Contractor’s response to the RFB dated \_\_\_\_\_, incorporated herein by reference and which is on file in City Purchasing Division (the “Response”).

In the event of an inconsistency or conflict in any of the provisions of the Agreement the inconsistency or conflict shall be resolved by giving precedence first to this Agreement, then to the Contract Documents in the order in which they are listed above.

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

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

2.4 To the extent reasonably necessary for Contractor to provide the goods or perform the services under this Agreement, Contractor shall be authorized to engage the services of any subcontractors that Contractor may deem proper to aid or assist in the performance of this Agreement. The cost of such personnel shall be borne exclusively by Contractor.



## **Article V Miscellaneous**

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

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

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

5.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and exclusive venue for any action concerning this Agreement shall be in state District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

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

5.8 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received: (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, addressed to the Party at the address set forth below, or (ii) on the day received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: City Manager  
City of Allen, Texas  
3<sup>rd</sup> Floor, Allen City Hall  
305 Century Parkway  
Allen, Texas 75013

With copy to:

Attn: Peter G. Smith  
City Attorney  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Contractor, to:

**{Insert the Contractor's  
Information}**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

5.11 Insurance.

- (a) Contractor shall during the term of this Agreement obtain and maintain the insurance required as set forth in the schedules below and subject to the terms and conditions set forth in this Section.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to City that indicates the insurance company will provide to City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to City prior to commencement of services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, the Contractor shall, within ten (10) business days after written request, provide City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to City is a condition precedent to the payment of any amounts due to Contractor by City.

**Insurance Schedule**

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

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate;  -or-  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply.
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$100,000-\$1,000,000**

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.

h) Independent Contractors i) Personal Liability j) Contractual Liability		City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or;</li> <li>• \$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**Contracts in the Amount of \$1,000,000-\$8,000,000**

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 aggregate or;</li> <li>• \$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

5.12 Indemnification. Contractor shall release, defend, indemnify and hold harmless City, its council, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and

costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the goods or services provided by Contractor to the extent caused by the negligent act or omission or intentional wrongful act or omission of Contractor, its officers, agents, employees, subcontractors, licensees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

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

5.13 Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the goods or services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by City or date of termination, if sooner.

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

5.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

5.16 Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), City has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). City has developed standard operating procedures (SOP's) for City Storm Water Management Program (SWMP). By signing this Agreement Contractor agrees to follow City SOP's of City SWMP. Follow the link for City SOP's <http://www.cityofallen.org/933/Storm-Water-Management>.

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

[OPTIONAL CLAUSES, REMOVE IF THEY DON'T APPLY]

5.18 Uniforms. Contractor shall provide and require its employees to wear a uniform that bears Contractor name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working in City rights-of-ways must utilize personal protective equipment such as safety vests to insure visibility to drivers.

5.19 Warning Devices and Barricades. Contractor shall furnish and maintain such warning devices, barricades, lights, signs, and other devices as may be necessary or appropriate or required by City to protect persons or property in, near or adjacent to the jobsite. Contractor shall comply with all applicable Federal, State, and Local Laws regarding occupational safety and health, as well as providing protection of the environment. This shall include, but not be limited to, compliance with U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and U.S. Environmental Protection Agency (EPA) guidelines and regulations. No separate compensation shall be paid to Contractor for such measures.

5.20 Protection of Utilities. Contractor shall use best efforts to leave undisturbed and uninterrupted all irrigation systems, utilities, and utility services provided to the job site, or which presently exist at, above, or beneath the location where the work is to be performed. In the event that any irrigation system, utility, or utility service is disturbed or damaged during the progress of the work, Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. Contractor is responsible for an inspection of the site prior to commencing work on site to ensure that no damage is existing or will not occur when maintenance begins. If damage is noted or if probable damage will occur, then it is Contractor's responsibility to notify City of Allen representative so that City of Allen can take action to correct and document the problem(s). Contractor is responsible for the replacement of all irrigation heads that are damaged by mowing with like equipment approved by City.

*(signature page to follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF ALLEN, TEXAS

By: \_\_\_\_\_  
Eric Ellwanger, City Manager

ATTEST

\_\_\_\_\_  
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

(INSERT THE LEGAL ENTITY NAME OF CONTRACTOR)

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

Name: \_\_\_\_\_  
(Print Name)

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